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**THE LOUISIANA  
HISTORICAL QUARTERLY**

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THE LOUISIANA HISTORICAL SOCIETY

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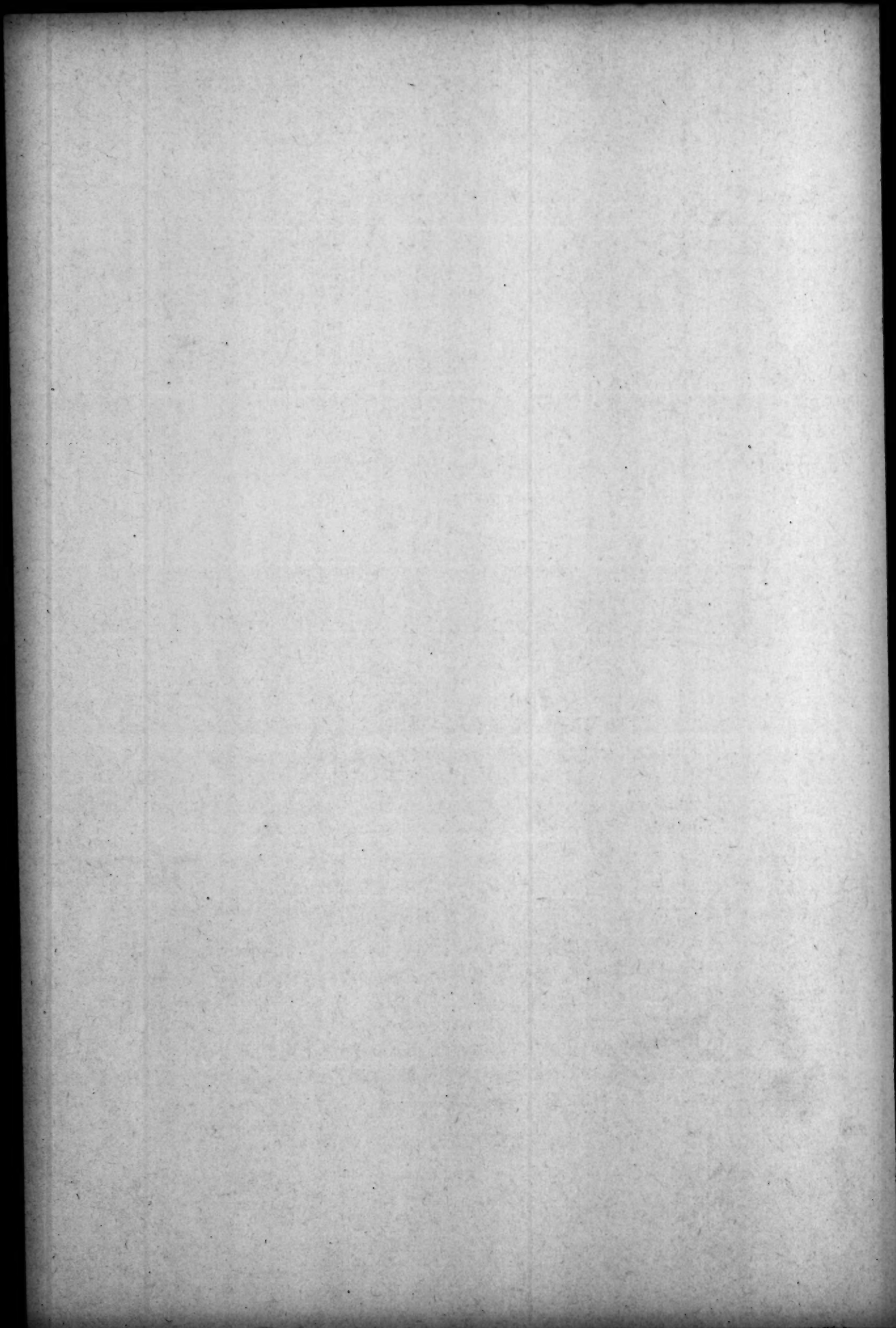
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# THE LOUISIANA HISTORICAL QUARTERLY

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## GOVERNOR PETER CHESTER'S OBSERVATIONS ON THE BOUNDARIES OF BRITISH WEST FLORIDA, ABOUT 1775

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*Edited by* JAMES A. PADGETT

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### WEST FLORIDA<sup>1</sup>

Extracts from the Answers now preparing to be sent to these Heads of Enquiry which were transmitted by His Majesty's Secretary of State for the American department to his Excellency Governor Chester,<sup>2</sup> concerning the State and situation of this Province.

### NO. II.

"Question. What are the reputed Boundaries of the Province, and are any parts thereof disputed, what parts and by whom?"

Answer. The province of West Florida, the only Frontier of the British Dominions in America, according to the Governors Commissions, is bounded "to the Southward by the Gulph of Mexico, including all Islands within six Leagues of the Coast, from the River Apalachicola to Lake Pontchartrain; to the Westward, by the said Lake, the Lake Maurepas\* and the River Mississippi; to the Northward by a line drawn due East, from the mouth of the River Yazous where it unites with the Mississippi to the River Apalachicola or Chatahouchee; and to the Eastward by the said River." Concerning these Boundaries the only

<sup>1</sup> Florida, Miscellaneous, 1535-1821, Library of Congress. This is a photostat of the report made by the Governor of West Florida to Lord Dartmouth in response to the circular letter of 1773. This document was not in the Dartmouth papers, but it got into the hands of Henry Strachey.

<sup>2</sup> Peter Chester served as Governor of British West Florida from 1770 until it was captured by the Spanish under Governor Don Bernardo Galvez in 1781. See Mrs. Dunbar Rowland, "Peter Chester, Third Governor of the Province of West Florida under British Dominion, 1770-1781", in *Publications of the Mississippi Historical Society*, Centenary Series, V, 1-17, for a complete account of Governor Chester's governorship.

This and all subsequent footnotes have been supplied by the Editor of the *Louisiana Historical Quarterly*.

Disputes which possibly could happen, must either be with East Florida concerning a few Islands which lie between and near to the Entrances of the River Apalachicola; or with Spain concerning several other Islands some of which are situated in the Mississippi, and others upon the Coast of the Island of Orleans. As to the former, they are not as yet, nor will they probably be for many Years to come, of such value as to Occasion any disputes; or if they ever should, there can be no difficulty in settling them, as both the Florida's are Royal Governments and immediately under the Crown of Great Britain; tho' with respect to the Property of the Boundaries of this, as well as of some of the Contiguous British Colonies, several observations might be made, if this was a proper place for such Disquisitions. But the subject of the latter at present, requires a more particular examination. For the Boundaries of every Province which borders upon a Foreign State, ought to be very accurately ascertained; tho' that this has not been the Case with respect to the Province of West Florida may appear from the Notes already referred to. However as it is very Probable that all the Territories and Islands belonging to Great Britain (from the River Apalachicola on the East, to the Mississippi on the West, and from the Gulph of Mexico on the South; to a line drawn from the Confluence of the River Yazous with the Mississippi on the North, due East to the Apalachicola river aforesaid) were intended to have been included within the Province in the first place what those territories are; and for this purpose it will be necessary to make some remarks upon the seventh Article of the treaty of Paris in 1763.

[Note in text of document:] \*Note, this is evidently a mistake in the Geography, for both these Lakes are situated upon the south side of the Province of West Florida as well as the River Iberville.<sup>3</sup> It is very remarkable that neither in the Royal Proclamation of the 7th. October 1763 (by which the Province of West Florida was to extend northward only to the Latitude of thirty one Degrees) nor in any of the Governors Commissions, is there mention made of the River Iberville as a Boundary of this Province tho' it must undoubtedly have been intended as such. But there is certainly a very considerable Chasm in this part of the Boundaries, for the Lake Maurepas is not Contiguous to the Mississippi by a great many Leagues.—

<sup>3</sup> The "Rio d'Iberville" of the French is now commonly called the "Bayou Manchac", from the Mississippi River to its junction with the Amite River.



By this Article it appears "that in order to establish Peace on solid and durable foundations, and to remove forever all subjects of dispute with regard to the limits of the British and French Territories on the Continent of America, the Confines of the Dominions of His Britanic Majesty, and those of his most Christian Majesty,<sup>4</sup> in that part of the World, were fixed irrevocably, by a line drawn along the middle of the river Mississippi, from its source to the river Ibberville, and from thence by a line drawn along the middle of this river, and the Lakes Maurepas and Pontchartrain to the sea: and for this purpose" (to re-establish Peace &c.) "The most Christian king ceded in full right and guaranteed to his Britanic Majesty, the River & Port of Mobile, and everything which he possessed, or of right ought to possess on the left side of the river Mississippi, except the Town of New Orleans and the Island in which it is situated, which was to remain to France; provided that the River Mississippi should be equally free as well to the subjects of Great Britain as to those of France, in its whole breadth and length &c." after the treaty was concluded therefore none of the Territories or Islands on the left or East side of the Mississippi (the Town of New Orleans and the Island in which it is situated only excepted) could of right belong to France, nor can they now be claimed by Spain; for by the last Clause of this Article they are "ceded in full right and Guaranteed to Great Britain."\*\*

[Note in text of document:] \*\*Note—The Cession of Louisiana by the most christian King to the King of Spain is in the following terms Viz: The whole Country known by the Name of Louisiana together with New Orleans, and the Island in which the said City is situated.

Some however may start Objections, as if the last Clause of this 7th. Article contradicted the first, tho' it rather appears to be, as it evidently was intended an explination thereof.

For say they, as by the first Clause the Boundary, from the Mississippi was to be "by a line drawn along the middle of the River Ibberville, and the Lakes Maurepas and Pontchartrain to the sea; so this ought to be either by a straight line, or at least as near to it as Possible."

But it is simply impossible to draw a line straight, and if it plainly Appears that no such Boundary Line can be made

<sup>4</sup> The "Most Christian King" was the title commonly applied to the kings of France.



straight, why should not the line be made to agree exactly with the words of the treaty, especially as this is extremely practicable.—After all it may be alledged, that this subject does not deserve such a minute discussion; as most of these Islands to the East of the Mississippi (except that of New Orleans) are either sand banks, covered only with a few bushes of the Wax bearing Myrtle; or low marshy Quag-mires, unfit for any human being to inhabit and that we ought not to give cause of Jealousy to Spain upon account of such Territories. But even allowing this to be the Case; it must be considered that the value of those Islands to Great Britain does not consist in their Soil but in their Situation. For within the North end of the Chandeleur Islands\*\*\* which are at least 4 or 5 Leagues distance from any part of the Island of Orleans there is an excellent Road Stead where His Majesty's Ships may carry 4 or 5 fathom water, and be safe from all the head Winds upon the Coast, while at Ship Island there is only 3½ fathoms. Between the Grand Goziers or Great Pelican Islands and the Isle of Briton, there is also a very convenient Road stead for any Vessel that can go into the Mississippi where they may Anchor in 3 or 4 fathom, and supply themselves with Wood & fresh water if it be necessary. This is likewise the most proper part of the Coast for all Vessels to make that are Bound to the Mississippi, which will effectually prevent their falling to the Westward of the Balize; a most disagreeable situation as some of the British Vessels have unhappily experienced. This road stead is not above six or eight Leagues from the Entrances of the Mississippi.

[Note in text of document:] \*\*\*Dr. Cox<sup>5</sup> a Physician of London, who in the year 1698 fitted out the first European Ship that ever entered the Mississippi; in the History of Carolina<sup>6</sup> which was published long after his death by his son, calls these the Myrtle Islands; neither was he ignorant of this Road stead which he titled Nassau Harbour.—

Neither is there the least occasion for our entring into any dispute with Spain upon Account of those Islands; let them only

<sup>5</sup> Dr. Daniel Coxe was a London physician who took great interest in American colonization. After becoming interested in the colony of New Jersey, he later gained control of the colony of Carolana (Carolina), and to explore the back part of this colony bordering on the Mississippi River, he dispatched a ship in 1698 to that river. The point at which the ship turned back, some twenty miles below New Orleans, is still called the English Turn. See *Dictionary of American Biography*, IV. 484-485, for a brief sketch of his career.

<sup>6</sup> The full title of this work is: *A Description of the English Province of Carolana, by the Spaniards call'd Florida, and by the French La Louisiane, also of the great and famous river Meschacebe or Mississippi*. It was published in London in 1722, by the son, also named Daniel Coxe, from his father's notes and papers. *Ibid.*

be included within the Bounds of West Florida (for as they are much more than six Leagues distance\*\*\*\* from any part of our Coast, they cannot be considered at present within our limits) and let the Governor of this Province have it in his private Instructions, not to suffer any other Power to Claim or take possession of them, or to attempt to prevent any British Vessel from resorting to them, whenever they may find it necessary.—

[Note in text of document:] \*\*\*\*The Province of Georgia extends to all Islands within twenty Leagues of the Coast.

The next thing that comes under consideration is the Islands at the Mouth of the Mississippi To the East, or rather to the North Eastward of the principal Entrance, between it and the pass a la Loutre or Otter Pass, there is One Island of a triangular form and about five Leagues Circumference, besides several other very small Islands. For when any large tree comes down the river, and fastens in one of the Mud-banks by its branches or roots, a number of Loggs are presently Collected about, and in time an Island is thus formed. Upon one of these, called by the French Isle verd or Green Island, Don Antonio de Ulloa the first Spanish Governor erected a Post, judging it a more Advantageous situation for a Pilot &c. than that of the old French Balize on the Opposite side; but it was soon after abandoned by order of General Orilly;<sup>7</sup> because, as he alledged, it had suffered from the Storm in 1770.

However, from what has been already mentioned, it plainly appears that none of these Islands could of Right belong to Spain, as they evidently are no part of the Island of Orleans; for the Pass a la Loutre has from 8 to 18 feet water in it at all Seasons; and therefore in the beginning of 1774, about three Years after it had been Abandoned by Spaniards John Salkeld set himself down upon this Isle verd as Pilot for the British Vessels trading to the Mississippi, and was recommended by the principal Merchants concerned as a proper person for that purpose.

Now, as the Spanish Governors have all along admitted, that the Subjects of Great Britain by the treaty, have an equal title to the Navigation of the Mississippi as those of Spain; Nay it is even allowed, that they have a right to make fast ashore

<sup>7</sup> Alexandro O'Reilly, who came to New Orleans in 1769 to put down the so-called Revolution of 1768 against Spanish authority and remained for a time as temporary Governor of Louisiana until the arrival of Governor Luis de Unzaga.

on either side of the river, and to warp up when the wind does not serve (for without this privilege they could not be said to have the free Navigation) and as Don Louis d'Unzega the present Governor of Louisiana, having been acquainted of Salkelds Appointment, has not at all objected to it; on the contrary, he promised to call some persons to an Account who had lately disturbed him. It would therefore be highly impolitic to let such an Opportunity drop, not only for Establishing a fit place for a Pilot but if at any time hereafter, the trade should require larger Vessels than could get over the Bar without being lightened, some kind of store houses might be very necessary for that purpose; and it cannot be imagined, when the Spaniards are not allowed to stop, visit or inspect British Vessels, that nevertheless they might Pilot them in or not as they pleased, and that the owners should likewise be Obligated to give them the Storing of their Goods; for in those circumstances they could not in effect, be said to have the free Navigation of the River.

But if neither the Plan of the Mouths of the Mississippi by Mr. Gauld,<sup>8</sup> who is so thoroughly acquainted with the Geography of this Country, nor the Letters and Extracts containing Commodore Forrests<sup>9</sup> opinion, which Accompanied it, are Considered as sufficient to make it evident, that the Isle verd is no part of the Island of Orleans, or of any of the Spanish Dominions, nothing more in my humble Opinion can or ought to be added upon that head.

As to the Islands contiguous to the river which is generally called the Iberville (but by some said to be more properly titled the Amite)<sup>10</sup> formed by the several inlets between it and the River called by the Indians the Houma, they can be of little consequence either to Great Britain or to Spain; but they may very properly serve for the Hunting Grounds for the small tribes of Indians in Amity with both: and for this purpose they were used,

<sup>8</sup> George Gauld, as surveyor of the coast for West Florida, made accurate surveys under direction of the British authorities in the province. In 1769 and after he was a prominent member of the West Florida Assembly, being elected from the District of Pensacola. See Mrs. Dunbar Rowland, "Peter Chester, Third Governor of the Province of West Florida under British Dominion, 1770-1781", in *Publications of the Mississippi Historical Society, Centenary Series*, V, 65, 182; also *Louisiana Historical Quarterly*, XXIII (1940), 23-75 *passim*, 357, 368, 377.

<sup>9</sup> Arthur Forrest (died 1770) served almost continuously as a British naval officer in American waters from 1740 to 1762. *Dictionary of National Biography*, XX, 1.

<sup>10</sup> The Amite River flows south almost parallel to the Mississippi and about twenty miles to the eastward, where it is joined by the Iberville River (Rio d'Iberville of the French), now called the Bayou Manchac. This latter stream formerly connected the Mississippi with the Amite, the two forming a continuous passage for small vessels between the Mississippi and Lake Maurepas, Lake Pontchartrain, the Rigolets and the Gulf of Mexico.



till about the Year 1770, that upon Account of the War between the Creeks and the Choctaws, the most of these tribes moved either further up, or to the other side of the Mississippi, in order to be more secure.

This River of the Houmas, takes its rise from the Mississippi, at the first bend thereof above the Indian Village of that name, by two or more small Openings which when Mr. Gauld passed them, going up the Mississippi in March 1774, had full 13 feet water, tho at that time there was not above as many Inches in the Iberville at Manchac,<sup>11</sup> and we were well informed that the French as well as Indians go through there in their Canoes to Lake Maurepas, where this River disembogues itself, it appears there also to be larger than the Iberville, and is frequently mistaken for it. As this forms the principal part of the Northern Boundary of the Island of Orleans, an Authentic Survey of it is much wanted; as it might prevent every Possibility of future disputes by ascertaining the real extent of the Spanish Dominions.—

P.C.<sup>12</sup>

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<sup>11</sup> This reference is to Manchac Post or Fort Bute, located during the British Dominion in West Florida at the point where the Iberville River or Bayou Manchac joined the Mississippi River.

<sup>12</sup> Initials of Peter Chester, author of the document.



# DISCUSSION IN THE CONTINENTAL CONGRESS RELATIVE TO SURRENDERING THE RIGHT TO NAVIGATE THE MISSISSIPPI RIVER

Edited by JAMES A. PADGETT

## INTRODUCTION

One of the most regrettable facts connected with the Continental Congress is that no official records of its proceedings were kept. It would have been next to impossible to make complete notes on all its activities, as it acted in a most unparliamentary manner and did much of its work in committee meetings and in a very irregular way. The Reverend Charles Thomson was its Secretary from its first meeting, September 5, 1774, until the last, and, hoping that Washington would continue in this or in some other office, he did not resign until July 23, 1789. Congress never really prescribed the duties of the office, consequently he made the office what he desired it to be. Like a Trojan he worked keeping records of Congress and taking copious notes of its proceedings and of the progress of the war. When he retired to private life he made these notes the basis of a history of the Revolution, but some time before his death he not only destroyed the manuscript but also his notes, as he feared that a discussion of the unpatriotic conduct of some of the colonists at that period would give pain to their descendants. In reality, the Continental Congress was an organization where much scheming, plotting, and really treacherous work was carried on. From Edmund C. Burnett's *Letters of Members of the Continental Congress*, *The Journals of the Continental Congress*, and other letters and documents which have come down to us, one can glean some idea of the unpatriotic acts of many of the American leaders during that most interesting period of American History.

No other river in the New World has played such an important part in American history as the Father of Waters. Since we have preserved very few of the discussions relative to the inalienable right of navigation of this stream, the following document becomes very interesting.<sup>1</sup>

<sup>1</sup> *Dictionary of American Biography*, XVIII, 481-482; *Appleton's Cyclopaedia of American Biography*; *Journals of the Continental Congress*, *passim*; Edmund C. Burnett, *Letters of Members of the Continental Congress*, *passim*; *Papers of the Continental Congress*, *passim*.

As early as February 23, 1779, Congress not only demanded the Mississippi as the boundary of the United States, but "That free commerce be allowed to the subjects of the United States with some port or ports below the said boundary of the said States on the Mississippi." Furthermore, Jay's instructions as minister to Spain, September 28, 1779, were explicit on this question and demanded "provided always, that the United States shall enjoy the free navigation of the river Mississippi into and from the sea," and to "endeavor to obtain some convenient port or ports below the thirty-first degree of north latitude on the river Mississippi for all merchant vessels, goods, wares, and merchandises belonging to the inhabitants of these States." On October 13, 1779, Congress refused to instruct Jay to give up this right of free navigation even for a port of entry and a treaty of amity and commerce with Spain.

As soon as Jay arrived in Spain and tried to negotiate a treaty the navigation of the Mississippi became his greatest obstacle, and he was informed that the United States would have to surrender this right in return for a loan for "the king would never relinquish the navigation of the Mississippi," and he regarded the "exclusive right to it as the principal advantage which Spain would obtain by the war." Jay parlayed and negotiated, but Spain stood firm relative to a loan and treaty until this right was surrendered. October 2, 1780, Franklin wrote Jay: "I would rather agree with them to buy at a great price the whole of their right on the Mississippi than sell a drop of its waters. A neighbor might as well ask me to sell my street door."

Jay had been in Spain about a year and had made no progress, but still Congress stood firm. On October 4, 1780, it instructed Jay:

... That if the unlimited freedom of the navigation of the river Mississippi, with free port or ports below the thirty-first degree of north latitude, accessible to merchant ships, can not be obtained from Spain, the said minister in that case be at liberty to enter into such equitable regulations as may appear a necessary security against contraband; provided the right of the United States to the free navigation of the river be not relinquished, and a free port or ports as above described be stipulated to them.

Congress, however, on February 15, 1781, instructed Jay that, since the defeat of Britain and peace were the paramount

issues, if he found it impossible to make a treaty of alliance and commerce without it he was given permission to

recede from the instructions above referred to, so far as they insist on the free navigation of that part of the river Mississippi which lies below the 31st degree of north latitude and on a free port or ports below the same, provided such cession shall be unalterably insisted on by Spain, and provided the free navigation of the said river above the said degree or north latitude shall be acknowledged and guaranteed by his Catholic majesty to the citizens of the United States in common with his own subjects.

Still Jay made no progress. However, August 10, 1781, the same day that Chancellor Robert R. Livingston became Secretary for Foreign Affairs, not only every state, but every member of Congress voted against the resolution proposed by the Superintendent of Finance: "That the minister be empowered to make such further concessions of the right of these United States to the navigation of the river Mississippi as he may think proper, and on such terms and conditions as he may think most for the honor and interest of these United States."

In his conference, however, Jay found it utterly impossible to move Gardoqui or to convince him, in the least, that Spain should surrender her right to the Mississippi and make a treaty with the United States, and he was stopped in every move he made, since "the maxims of policy adopted by his majesty required the exclusive use" of the Mississippi.

After receiving Jay's communications on the attitude of Spain toward the United States and his utter inability to negotiate a treaty with her, Livingston became furious at what he conceived to be a diabolical scheme on the part of Spain to reap for herself all the results of the war without contributing anything to the defeat of Britain. Consequently, he wrote Jay a long letter, April 27, 1782, in which he enumerated the unreasonable demands of Spain, and instructed him to make his offer of concessions again to Spain to see if she would accept "as the price of an alliance, and upon what terms." But "If they are such as you cannot close with, and the treaty must break off, be persuaded that any steps you have taken or shall take, not inconsistent with the respect due to his Catholic majesty, to prevent the cessions you are empowered to make from militating against our rights, will be approved by Congress."



Congress likewise became disgusted at Spain's attitude and resolved, April 30, 1782, that since the concession had not produced the desired results:

... that the surrender of the navigation of the Mississippi was meant as the price of the advantages promised by an early and intimate alliance with the Spanish monarchy; and that if the alliance is to be procrastinated till the conclusion of the war the reason of the sacrifice will no longer exist; that as every day which the proposed treaty is delayed detracts from the obligation and inducement of the United States to adhere to their overture, it is the instruction of Congress, that he urge to the ministers of his Catholic majesty the obligation it imposes on Spain to make the treaty the more liberal on her part, and that in particular he use his endeavors to obtain in consideration of such delay either an enlargement of her pecuniary aids to the United States, a facilitating of the use of the Mississippi to the citizens thereof, or some peculiar indulgences in the commerce of the Spanish colonies in America.

In the preliminaries and in the definitive treaty between the United States and Great Britain the two nations pledged to each other the joint use of the Mississippi, but Spain refused to retract until, in 1795, she was practically forced to surrender and sign the Pinckney Treaty.<sup>2</sup>

#### TEXT OF THE DOCUMENT<sup>3</sup>

The Secretary for foreign Affairs<sup>4</sup> has reported that in consequence of the Commission and instructions he had received from Congress for the purpose of negotiating with Mr Gardoqui he has had several conferences with him upon this subject<sup>5</sup>—that he had rec'd an offer from Mr G. to enter into a commercial treaty upon certain principles but that he insisted as

<sup>2</sup> Francis Wharton, *The Revolutionary Diplomatic Correspondence of the United States*, III, 60, 344, 353, 373; IV, 54, 64, 70, 75, 78-79, 135, 137, 145, 257-259, 452, 738, 739, 741, 743, 744, 747; V, 334-335, 380-381, 667-669.

<sup>3</sup> Charles Thompson Papers, Library of Congress. This was bought in the Henkel sale of April 10, 1930.

<sup>4</sup> John Jay was born in New York City, December 12, 1745, and died near the same city, May 17, 1829. He graduated from King's College, now Columbia University, in 1764; served in the Continental Congress on two different occasions; was a member of the New York convention and the leader on the committee to make the constitution; was chief justice of New York; minister to Spain, September 27, 1779; minister to negotiate the treaty of peace, June 14, 1781; Secretary for Foreign Affairs from July, 1784, to 1790; Chief Justice of the United States Supreme Court from 1789 to 1795; minister to Great Britain from 1794 to 1795; governor of New York from 1795 to 1801; and declining to run for governor again, or to become Chief Justice of the Supreme Court again, he retired to his farm at Bedford, New York, where he remained until his death. *Biographical Directory of the American Congress, 1774-1927*, 1147.

<sup>5</sup> On July 20, 1785, Congress passed a resolution empowering John Jay to negotiate with Don Diego de Gardoqui of Spain compacts and conventions relative to establishing the boundary between the United States and Spanish possessions and promoting the general harmony and mutual interest of the two nations. *Journals of the Continental Congress*, XXIX, 562-569.



a part of the treaty that Spain & the U.S. should fix the boundaries of their respective territories & that the latter should relinquish all claims to the right of navigating the river Mississippi.

The Sec'y adds as his Opinion that a treaty may be formed with S. upon principles which he then stated, upon the U S forbearing to assert their right to navigate the river for 25 or 30 years & used some arguments to prove the policy of our acceding to this arrangement with her.<sup>6</sup>

In investigating the subject it is proper to follow the Sec'y & examine 1. The reasons he has stated & which ought in his opinion to induce us at this time to wish the formation of a commercial treaty with S. 2ly. The offers which S. has made & the terms upon which a treaty may be concluded with her; the benefits to be derived from it; & the manner in which they will operate upon the different parts of the Union. 3dly. The price that is to be paid for the treaty & the consequences that will probably attend the U S stipulating to suspend the assertion of the right for a given term & 4thly. The policy of Congress concluding a treaty at all at this time.

I will agree that an equal commercial treaty would be of more advantage with Spain than with any other in Europe except Portugal, but I am not convinced that the relative situation of S & the U S is such as ought to render us at this time particularly anxious to conclude a treaty upon the principles proposed.

<sup>6</sup> Gardoqui reached New York, then the capital, in 1785. Jay was instructed not to yield the exclusive right to navigate the Mississippi. Furthermore, any treaty he should make would require a two-thirds vote of the Continental Congress for ratification. Gardoqui soon became on very intimate terms with Jay and his family. By 1786, the two negotiators had agreed on certain articles of commerce and alliance, which must still await agreement on a further article regulating the Mississippi question and the boundary between the United States and Florida. Jay never submitted to Congress the significant articles for alliance, but he did convey the other ones and asked for a modification of his instructions to allow him to sign an article by which the United States would "forbear" to navigate the Mississippi between Spanish banks for a period of thirty years. Like Washington he thought that the United States should give up this right until the western country filled up with a large population of fighting men, then Spain could no longer deny it. The Eastern and Northern states were willing to change Jay's instructions so as to allow a compromise, but they had a mere majority. The Southern states, and their appanages along the Mississippi and Ohio, considered this as trading away their vital interests in return for commercial privileges for the Northern states and their ocean commerce. They rose in protest against such an agreement. It became so evident that a treaty could not command two-thirds of the states that Jay and Gardoqui broke off their negotiations. A few months later, when the Constitution was under consideration in Philadelphia, remembering this, the Southern members forced into the Constitution the provision that a treaty with a foreign nation or with Indians required a two-thirds vote of all the Senators present. When Gardoqui got the Mississippi closed through Congress, he turned to the West with the idea of splitting the nation. Gardoqui even sought to use bribery. At his request the King of Spain presented Washington with two blooded jackasses to sire mules for Mount Vernon, and Gardoqui "loaned" Washington's friend, Henry Lee, thinking it might influence the General's opinion, \$5,000; but before this Washington had come to the conclusion that it would be wiser not to force the Mississippi, but to connect the East and West by a canal and highway route between the Potomac and the Ohio. Samuel Flagg Bemis, *A Diplomatic History of the United States*, 78-80; Andrew Cunningham McLaughlin, *The Confederation and the Constitution*, 94-101.

It is thought if a difference should exist between us, that France will probably be the friend of S. as her close connection by Compact & the benefits she derives from her Alliance with S. are greater than any she can expect from America. If I understand the politics of F. or if we are to depend upon our Communications from thence, we are to suppose that her present system is a system of perfect peace. She is labouring to repair the expences of the late war, to arrange her finances & by every possible exertion to augment her Marine. She is generally esteemed what politicians stile the "Ruling power" at present in Europe and it is more to her interest & more gratifying to her ambition to maintain this situation than by improperly interfering in matters comparatively unimportant to risque a premature contest with the rival power. I call that a rival power, which not being equal to her upon the whole still comes nearer to this equality than any other; & this is England. F may mediate but as we are to presume she will always be governed by her interest she will never risque a contest if she can avoid it, that must involve her with Great Britain & this Country merely to support Sp. in the impolitic demand of shutting the Mississippi.

Though the animosities of G B are still warm, yet there is sufficient wisdom in her councils to make them yield to her interests Though she loves us not, she hates F & S and would avail herself of any opportunity even upon less than equal terms to strike a blow. With them she never can be in any other than a rival situation. With us, when the present differences shall have terminated, it will ever be her interest to be closely connected. Our language, governments, religion & policy point to this as an alliance that will hereafter be formed as most likely to be permanent & productive of good consequences. In a war with F & S the contiguity of the U S, & the convenience of their ports & supplies, would render the aid of this country peculiarly important in any enterprise against their islands. We also know if any respect is to be paid to the intelligence & communications of Mr [John] Adams your Minister at the court of London that the cabinet of G B are at this time turning a serious eye to South America. The divesting, he says, of that country & opening to it a free trade is considered by him as of the first importance & if any event should take place, in which, even a distant hope of accomplishing this object should appear, there can be no doubt of her availing herself of it. So far therefore from fearing the

additional weight of G.B. we are to presume, if she suffers her interest and her wishes to prevail, that she will importantly interfere in our favour.

The connections of S. & her influence in Portugal even if they could ever be of much service, which is very doubtful, can be of no consequence at present, as our latest advices from thence warrant a belief that a treaty between Portugal & the U S has long since been concluded.<sup>7</sup>

It does not appear that any beneficial effects are to be expected from her influence in our favor with the states of Barbary.<sup>8</sup> There is but one mode of obtaining a pacification with them. The price of peace must be paid. You are informed by Mr Jefferson that in a late conversation he had with the count de Vergennes<sup>9</sup> upon the subject of a treaty with the Porte & the aid of his influence to procure a peace with them, the count informed him, that even in that case & notwithstanding they owe the Porte a distant tribute, his interference would not procure you a peace a moment sooner, nor a shilling cheaper. In short that a pacification would be as difficult and their terms as extravagant as at present. If therefore the influence of Constantinople would be unsuccessful, how is it to be expected that the friendship of Spain would be useful?

Of no more weight is another opinion which supposes the influence of S. will promote our interest with the Italian States. True it is that the king of Naples is the son of the king of Spain, but until a peace is made with the states of Barbary, the friendship of the king of Spain will be but of little protection to your commerce in the Mediterranean. Effect this and the Italian States will all be ready to receive you upon the same liberal terms without treaty which one has already offered.

<sup>7</sup> The treaty with Portugal did not materialize until after the turn of the century. Adams, while in Europe on a mission to make the treaty of peace at the close of the Revolution, thought that he would soon have a treaty of commerce made with Portugal, but he failed. Hunter Miller, *Treaties and Other International Acts of the United States of America*, II, III, *passim*; Francis Wharton, *The Revolutionary Diplomatic Correspondence of the United States*, *passim*.

<sup>8</sup> The Barbary States were on the Northern coast of Africa, and consisted of Tunis, Morocco, Algiers, and Tripoli. A treaty with Morocco was made in 1786-1787, and treaties with Tunis and Tripoli were made between 1796 and 1788. Hunter Miller, *op. cit.*, II, 185-227, 349-426.

<sup>9</sup> Charles Gravier Comte de Vergennes was born in Dijon, France, December 28, 1717, and died, February 13, 1787. He was appointed minister to Treves in 1750; ambassador to Turkey from 1755 to 1768; ambassador to Sweden in 1771; and Minister of Foreign Affairs in France in 1774; and he negotiated the treaty of peace at the close of the American Revolution, as well as made the alliance with the United States in 1778. *Century Dictionary and Cyclopedia*, IX, 1083.



Upon investigating the situation of Spain it will be found she has strong reason to be particularly anxious to treat with you at this time. Independent of the knowledge she must have of the intentions of G.B. she views with a jealous eye the emancipation of the slaves & dreads their neighbourhood to her rich and extensive tho' feeble colonies of South America. She is desirous to prevent an intimacy between them, well knowing the danger of such an intercourse. Hence we find she holds the desarts of Florida as a barrier & wishes to deprive our citizens of the use of the Mississippi hoping by these means to postpone an event which she dreads & fears is at no considerable distance. Being acquainted with your situation, the deranged state of your finances & the inefficiency of your government she thinks that this is the time to push her demands & supposes your distress will force you into a compliance. But I still trust our inconveniences when compared to hers are but temporary. A little firmness & perseverance on the part of Congress & a recollection on the part of the states may yet subdue all our difficulties. Whereas the Spanish Monarchy carries in its bosom the seeds of its own desolation, Our situation though unpleasant is not yet sufficiently desperate to force us into measures derogatory to our national honor. Spain has more to risque & more to dread from a rupture than we can fear, and though it is undoubtedly her interest to treat at present, it can only be ours on very advantageous terms.

As to the 2d point, Spain consents to treat with us upon what she terms principles of perfect reciprocity. Importation to be freely made in each others vessels. The duties to be paid by the natives: Masts & spars to be purchased of the U.S. for the use of the Navy of Spain & paid for in Specie, provided they were as good & as cheap as those procured from the Baltic. Permission to go to the Canaries & Mr Gardoqui has no personal objection that we should have liberty to go to the Philippines, his instructions however do not reach this— The ports in the West Indies & in South America to be shut & the article of tobacco to be prohibited in her European ports.

In return we are to admit her subjects freely into all the ports we have without any exception of articles upon the footing of Natives & to stipulate the forbearance of our rights to navigate the Mississippi for a given time.

In examining this point it must be observed that though the treaty proposes a perfect reciprocity, this reciprocity will

be the more or less advantageous as the commerce of the respective powers is the more or less free in their own ports. The U. S. are a free & S. is an absolute government. It is the policy of the former to promote & encourage their commerce, hence their duties are but trifling & easily paid. The impositions & fetters of the latter have almost ruined it; and although our merchants are to be on the footing of Natives yet it is beyond a doubt they will pay four & in some instances six times as much as their Merchants will in our ports. So that the reciprocity here mentioned does not or cannot exist. The Spanish productions will in most instances be imported here at 2% & if the impost should operate at 5 per cent. The American into their ports in the one case at four times & in the other at double the sum.

At present American produce is generally sold in the Spanish ports on board the vessel. The purchaser pays the custom & duties making the necessary deductions, so that though they are large & reduce the value of the commodity they never appear on the account of sale rendered by the consignee. The duty on eatables by which I suppose is meant all kinds of provision of grain or otherwise is called *milion* & calculated generally at ten per ct. at Cadiz but differs materially in the several towns & provinces. The duty on merchandise imported may be generally estimated as 25 per ct. *Ricard*, in his *traite du commerce*, takes notice of an extra duty paid on exportation in foreign bottoms from Cadiz of 150 reals, vellon per pipe of wine, equal to 34s. But the merchants there in making out their invoices charge the wine & brandy *on board* at certain prices including all duties & charges which leaves us unacquainted with the exact sum. The duties on vessels going to South America are extremely high, not less than 25 p ct. ever & in many cases much higher. The Articles with which Spain is now supplied from this country she receives upon terms equally beneficial with those proposed by the treaty & so advantageous in this trade to her that there cannot be the most distant danger of her ever shutting her ports against us. She does not produce them & they are necessary & essential to her. It is therefore her policy to open her ports to all that do. This creates a competition and she is always sure of being well & cheaply supplied. The object of the treaty is therefore unimportant, because it is only to secure that particular intercourse with Spain which now exists & which it will always be her interest to promote.

The project goes further & proposes to purchase your masts & spars provided they are as good & as cheap as she can procure these from the Baltic. This is a stipulation of no consequence. If you have masts & spars of equal size & fitness with those imported from the Baltic, you will always find purchasers. Spain is a Maritime power. She has no territories producing timber of this kind. But masts and spars are & must be always wanted for her navy. Will it not therefore be to her interest to encourage as many to bring them to her ports as she can? Most clearly it will.

I am told by merchants of repute & connected in the Spanish trade that the common timber of this country cannot but rarely if ever be exported as good & as cheap as that from the Baltic. In proof of this they have appealed to all the shipments that have been made since the War, scarcely one of which has done more than pay the mere freight sinking the original cost of the timber.

Spain generally produces as much wheat as her inhabitants consume, except in those years when their crops are lost by drought, which is one in three or four years. The wheat to supply this & their islands & American colonies they generally procure from Sicily & Poland & purchase the American wheat when it is as good & as cheap; but they by no means depend upon it. Their European markets however are always open to it & to every kind of provision, nor while they consult their interest will they prohibit it. So that it appears, as far as your articles are useful & necessary, and it is their interest, so far will they open their ports to you, but in the lucrative and truly important trade of their islands & other dominions or whenever they are afraid of a rivalry, there you are to be prevented.

It is said however that Mr Gardoqui is not personally averse to our going to the Philippines & that from thence in all probability some kind of intercourse will be established with Acapulco. If we are to believe Mr Gardoqui, when he says it is an invariable maxim of Spanish politics to exclude all mankind from trading with their colonies and islands it appears to me that we are rather to consider this as a ministerial finesse, than amounting to any thing like a certainty that permission will be obtained. But suppose it is. One rich ship sails every year from Acapulco to one of the Philippine Islands. It is not to be supposed it will be very



easy to elude the Spaniards whose duty it will be to prevent your interfering with the South American trade. But grant for a moment that they connive at it. What great advantages are to be expected from your citizens in this remote and expensive voyage being suffered to participate in the cargo of a single ship? An individual or two may make their fortunes, but surely no solid advantages are to be derived to the Union from the distant & precarious commerce. In short, Sir, as I have observed this appears to me no more than a ministerial finesse to which his instructions do not nor ever will reach.

But in order to bring the objects of the proposed treaty more clearly before the view of the house, permit me to examine these as they may affect the different states in their operation.

The New England states (in which can scarcely be included Newhampshire & Connecticut, their European commerce being inconsiderable & Rhode island not extensive) enjoy at present a beneficial trade with Spain in the export of their fish, lumber and other articles, for which they receive valuable returns. Their peltry trade is of no consequence, nor except in the articles mentioned have they any considerable export, that will suit the spanish European Markets. The Spanish have no fisheries of their own. They consume a great quantity of fish and are always in want of timber. They will therefore find it their policy to keep their ports open to all the nations that will bring them. Spain does not offer to give us exclusive privileges or preferences, but leaves herself at liberty to form treaties with whom she pleases. The French in virtue of the family compact are entitled to the privileges of the most favoured nation; and if we examine the treaties of commerce that have formerly existed between G. Britain and Spain particularly that of 1667 which is the groundwork of all their future treaties and those of 1713 & 1715 we shall find these nations having been in the habit of a commercial intercourse for a great number of years. The policy of Europe at present seems to be peace and commerce. The English & French are pushing their fisheries with astonishing exertions and endeavouring to depress ours. While therefore Spain in her treaty proposes no advantages that we do not now enjoy & which it can never be her interest to curtail, and while she leaves herself open to trade with other nations who may attempt to rival them, I cannot see any particular benefits that will result even to the New England states under the present project.

New York & Pensylvania have the power of exporting wheat and staves & some other articles. Their wheat is valuable in proportion to the scarcity and failure of crops & depends upon the contingencies I have already stated. Under the treaty nothing more is proposed to them. New Jersey not being an importing state cannot be materially interested. Maryland & Virginia may export as they do at present some wheat and lumber. Their great staple Tobacco is expressly prohibited and to remain under its present regulations. So that while the latter must be more injured than any state in the Union by the cession, she will be the least benefited under the treaty. The tobacco of N Carolina S Carolina & Georgia is in the same situation, nor will the sale of their other productions be promoted. Indigo one of their staple commodities is the product of the Spanish American islands & colonies in much greater quantities than they can consume & of superior quality to that made in the Southern States, so that there does not remain a probability of this ever becoming an article of commerce. Rice is always in full demand in Europe that it wants not the aid of a treaty, nor if it did would these states which produce it wish an advantage at the expense of the rights and possessions of any part of the Confederacy.

I trust that upon a candid & disinterested view of the proposed arrangement, the partial not to say ungenerous manner in which it is offered & the few advantages to be derived from its operation which we do not at present enjoy, that Congress will be induced to suppose it is not an offer of that liberal and extensive kind, which promises a lasting or mutually beneficial intercourse nor does it hold any such privileges as we might have expected from a power who wishes to tempt us to even the temporary surrender of an important national right. In my judgement she proposes nothing more than she will always be willing to grant you without a treaty and nothing which can be termed an equivalent for the forbearance she demands.

Thursday Aug 16, 1786

Congress went into a com'ee of the whole

*Mr Grayson*<sup>10</sup> opened the debate with an extemporary speech. He followed the basis of Mr P. labored to depreciate the advan-

<sup>10</sup> William Grayson was born in Prince William County, Virginia, in 1740; attended the University of Pennsylvania; pursued classical studies in England, and graduated from Oxford. He studied law at the Temple in London; returned to Virginia and practiced there; became aide to Washington on August 24, 1776; colonel of a Virginia regiment on January 1, 1777; distinguished himself at the battle of Monmouth in 1778; and was a member of the board of war in 1780 and 1781. He was a member of the Continental Congress from 1784 to 1787; a delegate to the Virginia convention in 1788 that ratified the Federal Constitution; worked against this instrument; served in the Senate from March 4, 1789, to March 12, 1790, when he died at his home in Dumfries, Virginia. *Biographical Directory of Congress*, 1030.

tages to be derived from a commercial treaty with Spain & argued that nothing was offered by the treaty but what might be enjoyed without it— That the sacrifice to be made to obtain this treaty was great & far more than an equivalent— that the occlusion of the river would destroy the hopes of the principal men in the S. States in establishing the future fortunes of their families— that it would render the western country of no value & thereby deprive the U S of the fund on which they depended to discharge the domestic debt— that it would separate the interest of the western Inhabitants, from that of the rest of the Union & render them hostile to it— that it would weaken if not destroy the union by disaffecting the S States when they saw their dearest interest sacrificed & given up to obtain trivial commercial advantage for their brethren in the East— That Spain knew her own weakness & would not dare to go to war to secure her unreasonable demands— That if she did, she would not be supported by any of the commercial Nations in Europe— That it was their interest & wish that the trade of S Am: should be open— that although France was connected with Sp. by the family compact & policy, yet in case of a rupture bet. the U S & Spain she would only mediate between them but not join the latter— But in case she did G B would join the U.S. That she in particular wished to see Sp divested of her S. Am. Colonies & participate in that trade— The interest & policy of the dutch would lead them to the same measures— That the U S had nothing to fear from a war with Sp. That Morgan<sup>11</sup> with 1000 men would penetrate into the heart of Mexico & emancipate all the Sp: provinces— that the inhabitants there were ripe for a revolt & only waited for such an event to shake off the yoke of Spain. That the true policy of the U S was to stand firm to cement & strengthen the Union among themselves & to assert their right to the navigation of the Mississippi & he had no doubt but that Sp. would finally agree to it.

<sup>11</sup> Daniel Morgan was born in New Jersey in 1736; moved to Virginia in 1754; served with the colonial forces during the French and Indian War; was commissioned captain of a company of Virginia riflemen in July, 1775; was taken prisoner at Quebec, December 31, 1775; became colonel of the eleventh Virginia regiment, November 12, 1776; was given thanks of Congress and a gold medal, March 9, 1781, "for fortitude and good conduct of himself and officers and men under his command in the action at the Cowpens, S.C., January 17, 1781;" was made brigadier-general in the Continental army, October 30, 1780; and at the close of the war he retired to his estate called "Saratoga" near Winchester, Virginia. He commanded the Virginia militia ordered to suppress the Whiskey Insurrection in Pennsylvania in 1794; was defeated for Congress in 1794; served as Representative from March 4, 1797, to March 3, 1799; declined to run for reelection in 1798 on account of ill health; and died in Winchester, Virginia, July 8, 1802. *Biographical Directory of Congress*, 1332.



Mr King<sup>12</sup> spoke next. Having in behalf of the delegate of Massa. moved new Instructions to Mr J & observed that this subject was forced upon us, & not to be put off at our pleasure & proceeded to point out the distressed state of the Eastern States— That they had an ungrateful soil & not hope but what they drew from the sea— That the fishing depended on a market the best market was Spain & this could not be secured but by a treaty. That therefore a treaty with Sp. was of the utmost consequence to the E States in particular, but the terms extent were mentioned were beneficial to all the states. That the equivalent to be offered was of no great consequence. It was only an agreement to forbear the use of that which we could not at present enjoy That the Mouth of the river was in the possession of Sp. That she now excluded us from the use of the navigation & would continue to exclude us until we were able to assert our right by arms. That if the value of the westren lands depended upon the free navigation of the river Miss. the forcible occlusion by Spain operated as strongly to that effect as a voluntary forbearance for a term of years. That however some gentlemen might depreciate the power of Sp. she was by no means a contemptable enemy. That F. must favour if not join her—that our hopes of assistance from any of the Marritime powers of Europe were vision-ary & ill founded.—that they all considered us a rival & looked upon us with a jealous eye & though they wished us to be independent they never wished us to be powerful.— That refusing to treat on the terms proposed is sacrificing the interest & happiness of a Million to promote the views of speculating land jobbers— That entering into a treaty on condition to forbear the use of the Navigation will give time to the U. S to acquire strength, arrange their affairs & strengthen the Union, so that at the end of the term they may be prepared to assert their right, whereas by breaking off the treaty, Sp. will be disgusted & will strengthen her posts to exclude us from the use of the river, the settlers in the W. Country buoyed up with the hopes of assistance will attempt to force a passage & the U S will be precipitated into a

<sup>12</sup> Rufus King was born in Maine (then a part of Massachusetts), March 24, 1755; graduated from Harvard College in 1777; served in the Revolution: was aide to General Sullivan; studied law in Newburyport, and began to practice in 1780. He was a member of the Massachusetts house of representatives in 1782; member of the Continental Congress from Massachusetts, 1784-1787; was a delegate to the Constitutional Convention in 1787, and to the state convention in 1788 which ratified the Constitution; and moved to New York in 1788. He served in the Senate from New York from July 16, 1789, until May 18, 1796; was minister to Great Britain from May 20, 1796, to May 18, 1803; was defeated for Vice President on the Federalist ticket in 1804; served in the Senate from March 4, 1813, to March 3, 1825; was defeated for governor of New York in 1815, on the Federalist ticket; served as minister to Great Britain from May 5, 1825, to June 16, 1826; and died in Jamaica, Long Island, New York, April 29, 1827. *Biographical Directory of Congress*, 1184.

war before they are prepared. That in case of such an event the existence of the confederation will be endangered. For the States whose interests are now neglected if not sacrificed will not be willing to incur the expense and danger of a War brought upon them as they will think unnecessarily & prematurely, more especially when they comprehend that by this precipitate step they are deprived of the only advantages which they could expect from the Union. In such a case could there be found a man east of ——— where to draw the line he did not know— but would stay east of Delaware who wd. have his safe for way.

Aug. 18. The Com'ee of the Whole sat again.

*Mr Grayson* spoke. He depreciated the advantages of the trade with Sp. & endeavoured to shew that whatever the advantages might be they were confined to the E States—that those employed in the fishing might find a market for the fish, & N Y more speedily settle she was behind her That the sacrifice to be made to obtain the advantages was wholly at the Expence of the S. States which had no share in them. That the only thing wanting to make the U S respectable both at home & abroad was enlarging the powers of Congress, granting it a settled revenue & giving it the power of regulating trade. That for this purpose deputies from the states were soon to meet at Annapolis;<sup>13</sup> but should the measure proposed be passed the S. States would never grant those powers which were acknowledged to be essential to the existence of the Union.—That Spain would never enter into a war with the U S to maintain her claim. She was too sensible of her own weakness & the the power of the U S to injure her, even to hazard such a step—That she offered nothing as a compensation for the sacrifice—That the agreeing to the forbearance for any time was a relinquishment of the right—that the treaty proposed was only sowing the seeds of a war—that a tariff would never be settled—& that the appointm't of Com'n to settle the boundaries was unusual & agreeing to the appointment of them was the same as giving up the territory on the E side of the

<sup>13</sup> As early as 1777 three commissioners were appointed from Virginia and three from Maryland to work out some agreement relative to the use of the Potomac, but they failed to reach an agreement. In 1785 commissioners from these two states met at Mount Vernon, after first assembling at Alexandria. They agreed on the navigation of the Potomac and the Chesapeake Bay, but Maryland suggested that Pennsylvania and New Jersey should agree to a convention with her. Thereupon, Virginia proceeded to invite all of the states to send delegates to meet at Annapolis on the first Monday in September, 1786. Only five states were represented, but Alexander Hamilton read a paper urging the states to attempt to strengthen the Articles of Confederation. The result was the passing of a resolution urging all the states to send delegates to meet in Philadelphia on the second Monday in May, 1787, to amend the Articles. This resulted in the Constitutional Convention which framed the new Constitution in 1787. McLaughlin, *The Confederation and the Constitution*, 179-182.

river M. that the power of Congress to dismember any of the States without first consulting their constituents was doubted—that it was better to risque the consequences of offending Sp. by asserting our rights, than by treating on the terms proposed to endanger the Existence of the Union—that if Sp. wished to obtain such a valuable acquisition she ought to offer exclusive privileges adequate thereto—That it was not unusual for Sp. to grant exclusive Privileges, with the Assiento Contract<sup>14</sup> &c. That nothing like this was contained in the treaty. That the offer of putting Am & Sp. on the footing of natives was chimerical.—That it had been tried in the family compact,<sup>15</sup> but in a few years was given up as impracticable— That if it could be carried into effect the Spaniards would reap the whole advantage

Mr Sedgwick<sup>16</sup> expatiated on the advantage of the treaty in promoting the fishing, ship building & the carrying trade &c—

Mr Lee<sup>17</sup> would not go into the argument whether the advantages to be derived from the treaty were great or small, equal

<sup>14</sup> Assiento means to place a seal, adjunct, or to make an agreement. Formerly it was applied to an exclusive contract made by Spain with a foreign power or merchants for the supply of African slaves to her American possessions or to some of them. The last assiento held by the British merchants was part of the Treaty of Utrecht of 1713 and was relinquished in 1750. *Century Dictionary and Cyclopedia*, I, 347.

<sup>15</sup> Family Compact was the name given to three treaties made in the eighteenth century between the French and Spanish Bourbon dynasties, especially to the last of these, made in 1761, in consequence of which Spain joined with France in a war against England. The branch of the Bourbon family ruling in Italy was also included in this alliance. *Century Dictionary and Cyclopedia*, III, 2134.

<sup>16</sup> Theodore Sedgwick was born in Connecticut, May 9, 1746; attended Yale College; studied theology and law; was admitted to the bar in 1766, and began to practice in Massachusetts. He served in an expedition against Canada in 1776; was in the state house of representatives in 1780, 1782 and 1783; served in the state senate in 1784 and 1785; was in the Continental Congress from 1785 to 1788; in the state house of representatives again from 1787 to 1788; was a member of the state convention that adopted the Federal Constitution in 1788; in Congress from March 4, 1789, to June, 1796, when he resigned; was in the Senate from June 11, 1796, to March 3, 1799; was elected president *pro tempore* of the Senate, June 27, 1798; served again in the House from March 4, 1799, to March 3, 1801, and served as Speaker. He was judge of the supreme Court of Massachusetts from 1802 to 1813, and died in Boston, January 24, 1813. *Biographical Directory of Congress*, 1505-1506.

<sup>17</sup> Henry Lee was in the Continental Congress from 1785 to 1788, and Richard Henry Lee was in that body from 1784 to 1787. The former was born in Virginia, January 29, 1756, and died on Cumberland Island, Georgia, March 25, 1818. He graduated from Princeton College in 1773; made a wonderful record in the Revolutionary War, rising to the rank of lieutenant-colonel, and receiving the thanks of Congress and a gold medal for his bravery and distinguished service. He was made a major-general, July 19, 1798; was honorably discharged, June 15, 1800; became universally known as "Light Horse Harry"; was in the Continental Congress from 1785 to 1788; advocated the adoption of the Federal Constitution in the Virginia convention of 1788; was governor of Virginia from 1791 to 1794; commanded the United States forces in the Whiskey Insurrection in 1794; and served in Congress from March 4, 1799, to March 3, 1801. At the request of Congress he delivered a eulogy before both houses of Congress on Washington, in which he characterized him as the man "first in war, first in peace, and first in the hearts of his countrymen". Richard Henry Lee was born in Virginia, January 20, 1732, and died in the same state, June 19, 1794. He was educated in Wakefield Academy in England; returned to America in 1751; was a justice of the peace in 1757; was in the house of burgesses, 1758-1775; member of the Continental Congress, 1774-1780 and 1784-1787; introduced in Congress the resolution that produced the Declaration of Independence, and he signed that instrument; author of the first Thanksgiving proclamation issued by Congress at York, Pennsylvania, October 31, 1777, after the surrender of Burgoyne's army at Saratoga; was a member of the state house of delegates in 1777, 1780, 1785; colonel in the militia during the Revolutionary War; was president of Congress in 1784; member of the Virginia convention that ratified the Federal Constitution; and served in the Senate from March 4, 1789, to October 3, 1792, when he resigned. *Biographical Directory of Congress*, 1214-1215.



or unequal; but admitting them to be as great, as it was contended they were, there were other considerations of more weight in his mind. He was sorry to find gentlemen talk so lightly of a separation & dissolution of the Confederation; he considered our existence as a Nation to be depended on our Union. He was sensible that to preserve the Union, the power of Congress should be enlarged. He saw no prospect of this if this measure was pursued further. If it took place the people west of the moun. would be severed from their brethren on the East, & either set up for themselves or put themselves under the protection of G B or Sp and in either case become formidable enemies to the U S. He therefore thought the subject required the utmost deliberation & that we sh'd be extremely cautious how we advanced one step further—

Mr Symmes<sup>18</sup> had written his sentiments & read them off. He did not deny but that some advantages might be derived from a treaty with Sp. but he did not view them in so high a light as some others. The true policy of the U S was to cultivate their lands & encrease their population. The fishery & trade drew off great numbers from more useful employments. Seamen seldom married & when old were burthensome citizens, though some might grow rich by trade he did not consider it of any great advantage but rather a disadvantage to the community as they introduced luxury & gave a disrelish for culitvating the soil. He was not however for going into the extremes with either party in the question. He admitted that forbearance of the use of the river would lower the value of the lands but this might in some measure be compensated by Congress setting a less price upon them & shortening the time of forbearance to use the navigation of the M. He was willing to give his vote for a treaty with Spain and a stipulation to forbear navigating the river for 12 years but on this express condition that Congress would agree to sell the lands in the W Country 1/2 dollars an acre, & immediately open an office for the disposal of them by indeterminate location

<sup>18</sup> John Cleves Symmes was born in New York, July 21, 1742; moved to New Jersey after completing his preparatory studies; was chairman of the committee of safety of Sussex County in 1774; member of the state council in 1778; was in the Revolutionary army; was chief justice of the New Jersey supreme court, 1777-1787; member of the Continental Congress in 1785 and 1786; moved to the Northwest Territory and settled at North Bend below Cincinnati; was appointed one of the three judges of the Northwest Territory in 1788, which position he held until Ohio was admitted into the Union; and died in Cincinnati, Ohio, February 26, 1814. *Biographical Directory of Congress*, 1562.

*Gen St Clair*<sup>10</sup> was of opinion the treaty was advantageous. We are in an agricultural state & stand in need of the manufactures of other nations to pay for which we ought to secure a market for our production. The treaty proposed will give us a new staple by promoting the fisheries. It will encourage ship-building & the carrying trade & consequently encrease the number of seamen, without which we cannot be secure or respectable. It is no objection with him that the immediate benefits will be reaped by one part of the Union. He considers it in a national view, & that the benefits reaped by one member will redound to the advantage of the whole Union. If one state gains an advantage by foreign commerce that is quickly communicated to the rest by internal intercourse. If no treaty is to be made but such as will be equally advantageous to all, we shall never make a treaty. The objection that no tariff will be agreed to is contrary to the terms of the treaty proposed which is to stipulate that it shall be formed in one year. If this be not done the treaty is broken & we are in the situation we were before it was made. The settling boundaries by commissions is usual & found by experience to have been effectual for the purpose. These objections being answered & the treaty appearing to be advantageous it is not to be considered what is the value of the equivalent to be given. In his opinion it is very small, indeed none at all. It is or has been observed forbearing for a term of years therefore the right which we do not now enjoy & which cannot use, & have not power to assert. This will check the settlement of the Western country. Admit it does. This he considers as advantageous to the Union. Our country is too thin of inhabitants; We have not hands sufficient for the cultivation of our lands much less for manufactory of the most necessary kind, emigration therefore in our present situation is hurtful, & the settlem't of the western country still more so as civilization & government does not advance with the settlers. But considered in another view the equivalent if accepted on the terms offered is a real advantage & an acquisition to the U S. We contend for

<sup>10</sup> Arthur St. Clair was born in Scotland, March 23, 1734; attended the University of Edinburgh and studied medicine; purchased a commission in the British army, May 13, 1757, and came to America with Admiral Boscawen's fleet. He served under General Amherst at the capture of Louisburg, July 26, 1758, and under James Wolfe at Quebec, September 30, 1758; resigned, April 16, 1762, and settled in Pennsylvania in 1764, where he erected mills. He held many offices and rose to the rank of major-general in the Revolutionary army. He became major-general and commander of the United States army, March 4, 1791, being the only soldier from Pennsylvania during the Revolution to attain that rank; but resigned from the army, March 5, 1792; served in the Continental Congress, from November 2, 1785, to November 28, 1787, being its president in 1787; was governor of the Northwest Territory from its formation in 1789 to November 22, 1802; engaged in the iron business in Pennsylvania, being one of the founders of that business in Pittsburgh; and died near his old home, "Hermitage", in Pennsylvania, August 31, 1818. *Biographical Directory of Congress*, 1490.

a common right of navigating the river Spain claims the exclusive right. If Spain enters into a treaty with us & grants us advantages in trade on condition that we forbear for a limited time the exercise of our right, she by that yields her exclusive claim & confirms our right. So that should she hereafter attempt to exclude us & we be obliged to enter into a war with her on that acco't all the world must admit the justice of our cause; & hence the equivalent proposed far from being a sacrifice ought to be considered as an advantage gained by the U S.—

Monday 21 In com'ee of the whole

Delegates<sup>20</sup> of Virg'a moved to send a minister or envoy to Sp. to propose N. O to be free port for produce of upland country &c— The arguments on both sides again repeated by Grayson Monroe<sup>21</sup> & Carrington<sup>22</sup> on one side, Johnson<sup>23</sup> Sedgwick & King on the other A doubt stated by Mr Bloodworth<sup>24</sup> of the power of Congress to dismember the empire. This gave the argument a new turn.

22. Again in Com'ee of the whole.

<sup>20</sup> At this time the Virginia delegates were: Edward Carrington, William Grayson, Henry Lee, Richard Henry Lee, James Madison, and James Monroe. *Biographical Directory of Congress*, 36.

<sup>21</sup> James Monroe was born in Virginia, April 28, 1758; left William and Mary College to take part in the Revolution; rose to the rank of major and lieutenant-colonel; served in the Continental Congress from 1783 to 1786; resumed the study of law, and practiced in Fredericksburg; was a delegate to the convention that ratified the Federal Constitution; was in the Senate from November 9, 1790, until he resigned, May 27, 1794; was minister to France from May 28, 1794, to December 30, 1796, and minister plenipotentiary to France, January 11 to July 12, 1803; governor of Virginia from 1799 to 1802; minister to England from 1803 to 1807; governor of Virginia in 1811; Secretary of State from 1811 to 1817; President from 1817 to 1825; retired to his farm in Virginia, but removed to New York city in 1831, where he died on July 4, 1831. *Biographical Directory of Congress*, 1323.

<sup>22</sup> Edward Carrington was born in Virginia, February 11, 1748; was a member of the county committee in 1775 and 1776; served in the Revolutionary army, becoming lieutenant-colonel on November 30, 1776; was quartermaster-general under General Greene; commanded the artillery at the battle of Hobkirks Hill and at Yorktown; was a member of the Continental Congress from 1785 to 1786; was appointed marshal of Virginia in 1789; was the foreman of the jury during the trial of Aaron Burr for treason in 1807; and died in Richmond, Virginia, October 28, 1810. *Biographical Directory of Congress*, 790.

<sup>23</sup> William Samuel Johnson was born in Connecticut, October 7, 1727; graduated from Yale College in 1744; began the study of law in 1747, and later practiced in Connecticut; served in the house of representatives of his native state in 1761 and 1765; was Connecticut's agent in England from 1761 to 1771 to determine the state's title to Indian lands; was a member of the council, 1766 and 1771-1775; member of the Continental Congress from 1784 to 1787; member of the Constitutional Convention in 1787; member of the Senate from March 4, 1789, to March 4, 1791, when he resigned; president of Columbia College, New York City, from 1787 to 1800; and died in Connecticut, November 14, 1819. *Biographical Directory of Congress*, 1157.

<sup>24</sup> Timothy Bloodworth was born in New Hanover County, North Carolina, in 1738; educated himself at his own expense; was a master of many trades, but finally became a teacher; in 1776 he was employed to make muskets for the Continental army; was in the state house of commons in 1778 and 1779; treasurer of the Wilmington district in 1781 and 1782; appointed commissary of confiscated property in 1783; member of the Continental Congress from 1786 to August 13, 1787, when he resigned; Representative in Congress from April 6, 1790, to March 3, 1791; member of the state house of representatives in 1793 and 1794; Senator from March 4, 1795, to March 3, 1801; collector of customs at Wilmington, North Carolina, where he died on August 24, 1814. *Biographical Directory of Congress*, 711.



The delegates of Virg'a forward their motion emended, a long sp'h by Monroe & Carrington

The delegates of Mass:<sup>25</sup> amended their motion  
Grayson against the power of Congress

The true mode to determine this is to examine the nature and consequences of the demand she makes, on our compliance with which alone a treaty may be formed with her. It is to forbear the assertion of the right of the U.S. to navigate the river Mississippi for the term of 25 or 30 years. It is said the treaty will not be concluded without this stipulation— that the Navigation is unimportant and that a forbearance will be no sacrifice as Spain excludes us by force & will continue to do so— that it would be disgraceful to continue the claim without asserting it— that war is inexpeditious and that the best way would be to enter into a treaty with them & consent to suspend the claim for a certain time.

The right of the U.S. to navigate the Mississippi has been so often asserted & so fully stated by Congress, that it is unnecessary to say any thing upon this subject, particularly as the Secretary in his report appears to be in sentiment with Congress. But if the treaty proposed was of the most advantageous nature in other respects, while it insisted upon the forbearance, I should think the impolicy of consenting to it must be obvious for the following reasons. Because the sale and disposal of the lands ceded in the Western territory has ever been considered by Congress as a sufficient fund under proper management for the discharge of the domestic debt: large sums of efficient money have already been expended in quieting the Indians, Purchasing their rights of soil and in sending out persons to survey it. The offers which are to be made the purchasers and already established by your resolutions are the protection and support of the Union— The establishment of republican governments and the equal enjoyment of all the privileges of citizens of the U.S. To those in the least acquainted with that country it is known that the value of their lands might altogether depend upon the right to navigate the Mississippi. This is the great outlet with which & with the rivers running into it nature washes their shores— points to them the mode of exporting their productions & of establishing a commercial intercourse with the rest of the world. Inform them you have con-

<sup>25</sup> At this time the delegates from Massachusetts were: Nathan Dane, Nathaniel Gorham, John Hancock, Samuel Holten, Rufus King, and Theodore Sedgwick. *Biographical Directory of Congress*, 33.

sented to relinquish it even for a time, you check, perhaps destroy the spirit of emigration & prevent the accomplishment of the object proposed by the sale. But it is said the Spaniards already oppose us in the navigation and that this will as effectually prevent emigration as our consenting to suspend it. To this it may be shortly replied that while the purchasers know, that the U S claim & insist upon the right and are negotiating for it— that if the Spaniards refuse to admit us to a participation, the occlusion will be founded in injury, must be supported by force and will be resisted whenever circumstances shall authorise a reliance on the support and protection of their present state, it will operate as a spur to Emigration.

To me it appears most extraordinary, that a doctrine should be attempted to prove, that because we have not at present a government sufficiently energetic to assert a national right, it would be most honorable to relinquish it.

The British government in violation of the late treaty hold by force & garrisoned posts<sup>26</sup> within the territory of the U.S. These posts give them the entire of the valuable fur trade. If they were in our possession as they ought to be, this important commerce would pursue its usual route & become an article of considerable export to these states. But we are unable to recover them by force at present, war being inexpedient, and are obliged to submit to the injury & disgrace of their being forcibly withheld. We are now attempting to negotiate with Britain. Suppose she was to offer certain commercial privileges advantages to the whole but operating more particularly in favor of those exports which suit her market and to which she more anxiously applies her attention than to any other part of your Commerce For to Britain Tobacco and rice are at least as important as Fish and Timber to Spain— Suppose, I say, she was to offer to form a treaty granting these privileges in lieu of your stipulating that she should hold these posts & enjoy the fur trade for a given number of years, I ask whether Congress would conceive themselves warranted in assenting to it or think the honor of the Nation was not wounded by the attempt? Would gentlemen representing the states particularly interested suppose themselves at liberty to consent to it without consulting their constituents?

<sup>26</sup> All the way from the east end of Lake Champlain to the west end of the Great Lakes England still held the northwest posts. There were seven of these: Dutchman's Point. Point-au-Fer, Oswegatchie, Oswego, Niagara, Detroit, and Michilimackinac. Samuel Flagg Bemis, *A Diplomatic History of the United States*, 70.

I should apprehend, not. And yet the posts are held in defiance of the authority and remonstrances of this country. The claim to the Mississippi has been as strongly insisted upon as the claim to the posts, and the cases appear to me so similar that I should think the same policy that would dictate the yielding the one might with great propriety consent to the surrender of the other.

Another object more important than the sale & disposal of the western territory presents itself in objection to the suspension of the right. Nature has so placed this Country that she must either be the future friends or enemies of the Atlantic States. And this will altogether depend upon the policy they shall observe towards them. If they assist them in rearing their infant governments and by extending the gentle influence of their laws gradually cement their Union with us upon equal principles, it is fair to suppose they may be an acquisition rather than a disadvantage. In their first settlement exports cannot be attended to but if these states encrease in the same proportion the U S. did and we are to presume they will exceed them, in the course of a few years they will turn their views to the best mode of exporting & disposing of their productions. The large navigable rivers which all terminate in the Mississippi point to them as has been mentioned this mode of export. Should the right remain uncaded by Congress the consideration of the future force of the inhabitants and a number of eventual circumstances in our favour, while it is impossible at present to foresee but which are probable, may induce perhaps compel Spain to yield us a share in the Navigation.

But should it be surrendered, you at once deprive the citizens of the Atlantic States from navigating it or from having any intercourse with the settlements on its banks & within your territory. You immediately destroy all Connexion between them and the inhabitants of the Western Country. For after you have rendered them thus dependent on Spain by using the first opportunity in your power to sacrifice their interest to those of the Atlantic States, can they be blamed for immediately throwing themselves into her arms for that protection and support which you have denied them for the enjoyment of that right which you have placed it out of your power to grant. Is it not clearly to be seen by those who will see, that the policy of Spain in thus inducing us to consent to a surrender of the navigation for a time is, that by having a clear & unincumbered right she may use it



for the purpose of separating the interests of the inhabitants of the western country entirely from us, and making it subservient to her own purposes? Will it not produce this? It will. Will it not give her influence the entire command of the numerous & extensive Indian tribes within this country? It will certainly have this Effect. When once this right is ceded no longer can the U.S. be viewed as the friend or parent of the new States, nor ought they to be considered in any other light than in that of their oppressors.

There is one consideration & of some consequence, which ought to be recollected; that is the impropriety of the U.S. ever acting under the influence of that kind of a policy which is calculated to acquire benefits for one part of the Confederacy at the expense of the other. It is confessed our government is so feeble & unoperative that unless a new portion of strength is infused it must in all probability soon dissolve. Congress have it in Contemplation to apply to the states on this subject. The concurrence of the whole will be necessary to effect it. Is it to be supposed that if it is discovered a treaty is formed upon principles calculated to promote the interests of one part of the Union at the expense of the other, that the part conceiving itself injured will ever consent to invest additional powers? Will they not urge & with great reason the impropriety of vesting that body with further powers which had so recently abased those they already possess? I have no doubt they will. If therefore the entering into this treaty, which really does not in my opinion hold out any important benefits, and if any, only to a part of the Union, should interfere & prevent the states from assenting to invest Congress with proper power, throwing justice & equal attention to all the members of the confederacy out of view. Ought not policy to induce us to make the lesser yield to the more important consideration? If we are prudent it ought.

It may be said it is extremely oppressive that the northern and eastern states should be deprived of a treaty, which they conceive an advantageous one merely to gratify the southern in adhering to a claim to navigation, unimportant if in our possession, which we have not power to assert & might therefore submit to be deprived of. But it should be remembered that the cession is the price of the treaty. If you had not this right to grant why should Spain treat with you? Will she derive any other benefit from the treaty? No: All she can expect, except the exclusive navigation she now enjoys, unfettered by stipula-

tions. It would therefore be extremely unwise & impolitic in her unnecessarily to restrict herself. I have stated the reasons which render her particularly anxious to treat with you, and those which are to pay the price have at least a right to an Opinion upon the subject. Besides the delegates of the different states stand here upon different grounds. The delegates of some of the states whose territories or whose claims to territory extend to the Mississippi or to the waters leading into it, and who consider these states as deriving a claim under the general title of the U.S. to navigate the river view this as an important national right secured by treaty upon which they doubt their power to decide without a reference to their constituents. For if in time of war, under the exclusive rights of Congress and justifiable only by the law of necessity their rights to divest their constituents of a national claim would be doubtful, how much more so it is in time of profound peace and when this necessity cannot justify it?

Unless Spain would consent to treat with us upon terms which did not respect the Mississippi & which afforded us many more advantages than those proposed, I should very much doubt the policy of treating with her at all this time. It does not appear to me honorable or politic that the U.S. should at present form any treaties of commerce except upon such principles as would insure to us very considerable benefits and such as would execute themselves.

It is not honorable because though Congress have nominally a right to enter into treaties, they do not possess the power of taking such measures as will ensure an attention to them. The rights retained to the states under the confederation will create a dependence of Congress upon their conduct. This will be as different in the several states as their views and policy. They will each interfere with the other in their regulations & be incapable of carrying the stipulations into effect. Sensible of this defect Congress have already applied to the states for additional powers.<sup>27</sup> I would rather wait the issue of this application, which

<sup>27</sup> Before Maryland had signed the Articles of Confederation, which made them effective, it was seen that the Federal government would have too little power. Consequently, in February, 1781, Congress proposed an amendment to grant to Congress the power to levy a five per cent duty on exports to defray the expense of the war, but Rhode Island turned it down even if most of the states accepted it, and it is presumed that it would have gone into operation if that state had accepted it. Again, in 1783, Congress tried to raise money "as indispensably necessary to the restoration of public credit," and asked the states to grant to the Federal government the right to levy a small duty on imposts for twenty-five years to pay the interest and principal of the debt, but the states either feared the centralization of power or wanted that source of income for themselves. Within three years seven states adopted it with slight provisos, two adopted it wholly, and four refused to accept any part of it. Consequently Congress found it impossible to amend the Articles of Confederation and thus strengthen the rope of sand. McLaughlin, *The Confederation and the Constitution*, 53-55, 78-80, 82-86, 171-173.

may place us more upon an equality with Spain than treat under our present disadvantages. I have already been of Opinion that the true policy of the U.S. consisted in the endeavouring to obtain from their constituents power sufficient to enable them to establish such regulations as were suited to our situation, and would render our commerce more lucrative to our own citizens than to any others. All our policy should consist in the establishment of these regulations—in the determination never to derogate from them in favor of foreigners and except in very particular cases in not attempting to form commercial treaties, until we were in a situation to demand & expect privileges without purchasing them even with equivalents. This is the situation of Spain as it respects you, and therefore it is wise in her to push her negotiations as she expects an important cession without purchasing it with an equivalent; but I trust we shall have sufficient prudence not to precipitate ourselves into a measure which we may hereafter regret, without first very maturely considering it.

Upon the whole as the present treaty proposes no real advantages, that we do not at present enjoy, and it will always be the interest & policy of Spain to allow—As our situation by no means presses us to the formation of new connections; and as the suspension demanded may involve us in uneasiness with each other, at a time when harmony is so essential to our true interests—As it may be the means of souring the states and indispose them to grant us those additional powers of government, without which we cannot exist as a nation and without which all the treaties you may form must be ineffectual, let me hope that upon this occasion, the general welfare of the U.S. will be suffered to prevail and that the house will on no occasion consent to alter Mr. Jay's instructions or permit him to treat upon any other terms than those he has already proposed.

Speech of Mr Pinckney<sup>28</sup> read in Com'ee of the whole 10 Aug. 1786.

<sup>28</sup> Charles Pinckney was born in Charleston, South Carolina, October 26, 1757; pursued classical studies, studied law, was admitted to the bar, and began practice in 1779; served in the state house of representatives, 1779-1784, 1786-1789, 1792-1796, 1805, 1806, 1810-1814. He was taken prisoner by the British in 1780; served in the Continental Congress from 1784 to 1787; was a member of the Constitutional Convention of 1787; was president of the state constitutional conventions of 1788 and 1790; was governor of South Carolina, 1789-1792 and 1796-1798; received General Washington on his visit to Charleston; served in the Senate from December 4, 1798, until his resignation in December, 1801; was minister to Spain from 1801 to 1805; and served as governor from 1806 to 1808. He served in Congress from March 4, 1819, to March 3, 1821; resumed the practice of law and agricultural pursuits; and died in Charleston, South Carolina, October 29, 1824. *Biographical Directory of Congress*, 1413-1414.



## JOHN McDONOGH AND THE MISSISSIPPI RIVER TRADE

By LEWIS E. ATHERTON

Although better known to later generations for his unusual way of life and his philanthropy, John McDonogh was one of the leading mercantile capitalists in New Orleans in the early years of the nineteenth century. Under the title of John McDonogh Jr. and Company, he and Shepherd Brown carried on a general trading business with Atlantic and European ports in the years 1802 to 1804, their interests shifting to other activities, such as land speculation, after the latter date. This phase of McDonogh's career has been described by the writer in another place.<sup>1</sup>

Trade down the Mississippi River fitted nicely into the general pattern of operations conducted by John McDonogh Jr. and Company, and in 1802 McDonogh and Brown created the firm of Shepherd Brown and Company to foster their business with the interior. This second organization was so closely related to the general pattern of trade which the partners followed at New Orleans that it naturally disappeared along with the parent organization when the latter was abandoned.<sup>2</sup>

McDonogh needed the products of the interior to fill the orders which he received from Atlantic and European ports and to exchange for the items which came to him for sale from the outside world. Traders and merchants in Virginia, Kentucky, Pennsylvania, and Ohio obliged with shipments of all kinds of produce—cotton, flour, deerskins, deerhorns, bacon, lard, whiskey, hemp, pork, beef, meal, onions, wheat, and lead. To further this trade Brown apparently made a trip up the river in 1803, and planned another for 1804. In this way he was able to extend the acquaintance of the firm with prospective shippers and to estimate the probable extent of shipments for the season. The value of such trips in building good will was evidenced in a letter received from Joseph Markle of Westmoreland County, Penn-

<sup>1</sup> Lewis E. Atherton, "John McDonogh—New Orleans Mercantile Capitalist", *Journal of Southern History*, VII (November, 1941), 451-481. A grant from the University of Missouri Research Council made it possible for the writer to examine the McDonogh manuscripts.

<sup>2</sup> The general setup of the two firms is described in the previously listed article. The McDonogh manuscripts, which cover the operations of both firms, are now deposited in the Howard-Tilton Memorial Library of Tulane University at New Orleans. All citations of letters are to this collection.

sylvania, in 1804.<sup>3</sup> Markle was starting a younger brother with a boatload of flour and asked the New Orleans firm to see that he got started safely home from that city. Markle apologized for not obtaining a horse for Brown's use, the lateness of the season and his own failure to come down with the boat being offered in extenuation. Brown was urged to spend at least a week with Markle on his prospective trip up the river. Connections such as this obviously were important factors in obtaining business.

The letters received by Shepherd Brown and Company in 1803 depict the general organization of the upriver trade and many of the problems involved. In April, 1803, Alexander Meek of Cincinnati consigned 21 barrels of flour to the partners and asked for frequent information on the price of provisions.<sup>4</sup> The same month brought information from W. H. Woodward of Winchester, Kentucky, that he had reached home safely after his departure from New Orleans in the preceding February following a trip down the river with provisions. He was now ready to start again with two boatloads of bacon, flour, lard, whiskey, and hemp. Brown was instructed to send a letter to Natchez giving prices and duties in New Orleans and advice on how to sell to the best advantage.<sup>5</sup> Woodward planned to follow the very common practice of accompanying his own shipment, intending to sell part of his cargo along the way, if better prices could be obtained than in New Orleans. He seems to have been primarily interested in the export of provisions; but occasionally some traders made the down-river trip solely for the purpose of purchasing merchandise. In such cases McDonogh handled the business instead of Brown.<sup>6</sup>

In June, Jess Robard of Kentucky, who was in Natchez selling flour, informed Brown that he was sending a bargeload on to New Orleans with instructions to the man in charge to sell along the way. He was willing to forward still more when Brown thought best, although it must sell immediately on arrival unless he could obtain an advance. Brown was requested to dispose of the barge for \$250, and all sales could be made at lower prices for credits on some good house in Baltimore or Philadelphia than for cash.<sup>7</sup> Robard probably purchased dry goods and groceries

<sup>3</sup> Letter dated March 27, 1804.

<sup>4</sup> Letter dated April 10, 1803.

<sup>5</sup> Letter dated April 12, 1803.

<sup>6</sup> Letter dated April 30, 1803.

<sup>7</sup> Letter dated June 3, 1803.

in eastern cities and knew that making remittances from New Orleans in specie was more dangerous and expensive than simply accepting credits in places where payments must be made.

J. and M. Nimmo, Cincinnati merchants, placed a consignment of flour with Brown in July, and instructed him to remit the proceeds to Bickham and Reese in Philadelphia, where they probably bought merchandise. The Nimmos were anxious to make a connection with some New Orleans commission merchant so they would not have to accompany shipments down the river each year. They expected to collect a thousand barrels of flour the next season and other produce in proportion, but if Brown could handle their shipments without the necessity of their accompanying the boats, they could afford to double their shipments.<sup>8</sup>

Western storekeepers had to accept produce in exchange for merchandise; otherwise their sales would have been seriously limited by the shortage of cash among local customers. A merchant residing in western Virginia informed Brown in 1803 that he was compelled to take cotton and pork in barter, and then handle the marketing of these himself.<sup>9</sup> At times traders felt they could do better by taking their produce beyond the port of New Orleans, though more time and expense was involved. Thus, Samuel Caldwell of Cincinnati and two other traders left New Orleans early in July, 1803, and reached Kingston, Jamaica, on August 6th. The Jamaica market was glutted at the time, and Caldwell did not complete sales until the 27th; even then his companions were still trying to dispose of the last of their cargoes. Although the venture had not proved highly profitable, Caldwell was planning another trip down the river the following spring.<sup>10</sup>

For storekeepers, however, such long trips were highly inadvisable, since they were thus taken away from their local business. Furthermore, accidents frequently extended the length of time necessary to complete a journey, as the experience of a member of the firm of Hisey and Batson of Jefferson, Pennsylvania, revealed. He had taken passage on a vessel round the coast after disposing of produce in New Orleans, only to suffer shipwreck and find it necessary to go to Havana in order to obtain passage.<sup>11</sup> Thus the necessity of taking crops in barter for merchandise and the time and danger involved in disposing of these indicate why

<sup>8</sup> Letter dated July 19, 1803.

<sup>9</sup> Letter dated November 25, 1803.

<sup>10</sup> Letter dated August 27, 1803.

<sup>11</sup> Letter dated October 19, 1803.



J. and M. Nimmo and similar firms found commission agents of the type of Shepherd Brown and Company so helpful in New Orleans.

The upriver business in 1804 was carried on much as it had been in 1803. Rawley Evans of Morgan Town, probably in western Virginia, thus accompanied a boatload of his flour down the river, and left what he could not sell while in New Orleans with Brown for disposal.<sup>12</sup> Others started cargoes down the Mississippi in the hope of selling at towns along the way, at the same time making arrangements for Brown to handle the remaining portion of the venture when the boat reached New Orleans. Robert Morton of Washington, Kentucky, placed 80 barrels of flour and 170 barrels of "Indian meal" under the charge of the master of the boat *Hopewell* at the port of Maysville on the Ohio River. A commercial house in Natchez was directed to dispose of the cargo and remit to a Philadelphia firm if prices were right; otherwise the master was to proceed to New Orleans and turn the shipment over to Shepherd Brown and Company for sale in that port.<sup>13</sup>

Brown and McDonogh had made some advances in organizing the river trade for the greater convenience of their customers within the year. This developed mostly from their increased acquaintance with shippers and the mutual confidence created thereby. In many of the towns they had friends with whom they had transacted business for some time and on whom they could rely for information and help in caring for shipments. At Natchez they were well acquainted with the mercantile house of Wallace and Robertson, whom they had supplied with merchandise at times in 1803.<sup>14</sup> In return the Natchez house relied on them for information as to New Orleans prices and freights,<sup>15</sup> and used them for forwarding shipments to eastern cities,<sup>16</sup> a connection that continued until Wallace and Robertson went out of business in 1805.<sup>17</sup>

Some of the upriver customers took almost a proprietary interest in the welfare of Shepherd Brown and Company, as did Joseph Graham of Natchez, with whom the partners had done business as early as 1802. His attitude was well expressed in a

<sup>12</sup> Letter dated November 7, 1804.

<sup>13</sup> Bill of lading and accompanying letter dated April 14, 1804.

<sup>14</sup> Letter dated September 16, 1803.

<sup>15</sup> Letter dated January 3, 1804.

<sup>16</sup> Letters dated April 4 and 24, 1804.

<sup>17</sup> Letter dated July 10, 1805.

letter of June, 1804, in which he revealed his wounded feelings at what he thought was unwarranted neglect of his past favors and continued importance. Brown had apparently inadvertently overlooked Graham in sending out price quotations. The latter was angry because he had heard nothing from New Orleans, whereas the partners saw fit to keep certain "petty" neighbors informed of the state of business. He reminded them that they had always handled his business and that he had tried to help them at Natchez in every way. His unwillingness to abandon the connection was displayed in his artless statement that he had 800 barrels of flour and 18,000 gallons of whiskey ready to ship and didn't know what to do with them.<sup>18</sup>

Friends like Graham in the various towns along the river constituted the best possible means of keeping in touch with the numerous shipments coming down to the port. In the early days of the trade New Orleans commission houses relied on such connections to help them in tracing cargoes that had gone astray and in solving vexatious problems for shippers. Perhaps the increased acquaintance of Shepherd Brown and Company along the Mississippi made their customers more willing to send cargoes without accompanying the shipment; at least, a number of their old connections changed over to that system in 1804. Thus, the Nimmos of Cincinnati turned to that plan, which they had already discussed with Brown in 1803. In February they started a vessel with 247 barrels of provisions, and instructed Brown to make remittances to the firm of John and James Roberts in Baltimore.<sup>19</sup> The cargo reached its destination safely, and the Nimmos' only worry became that of getting sales completed in New Orleans in time to meet their bills in eastern cities. In June they notified Brown that they were already contracting for pork to ship the following winter and urged him to hurry remittances eastward.<sup>20</sup>

Jesse Robard made the same change in his plans of operation. In February he started a boat with pork, beef, lard, tallow, and whiskey, and announced his intentions of sending another with flour and whiskey to arrive in April.<sup>21</sup> His agent, Robert Wilson, accompanied the first boat, but primarily, it seems, to

<sup>18</sup> Letter dated June 22, 1804.

<sup>19</sup> Letter dated February 25, 1804.

<sup>20</sup> Letter dated June 19, 1804.

<sup>21</sup> Letter dated February 3, 1804.

rush sales and then proceed to Baltimore, probably to pay bills and purchase merchandise for the next season.<sup>22</sup>

Although the increasing tendency of the upriver customers of McDonogh and Brown to entrust their shipments to river boats and the commission house in New Orleans freed them from the time-consuming trip down the river, there was one problem connected with the business that McDonogh and Brown never handled to the satisfaction of their correspondents—a problem that continued to plague the trade for years to come. Even in this early period many of the shippers wanted their money remitted to eastern cities after sales had been completed, where it went to pay wholesale bills for merchandise which the traders gave in exchange for western produce. Since eastern wholesalers expected an annual settlement of accounts, traders were always pushed to get their produce down the river, sales completed, and remittances made in time to meet their obligations. Not until the railroad period, when western crops could move eastward without going by way of New Orleans, did the continual strain of rushing sales in order to pay wholesale bills disappear for the western merchant.<sup>23</sup> Thus the steady stream of complaints which Shepherd Brown and Company received in 1803 and 1804 about slow remittances simply demonstrated an early phase of a problem which was to increase with the passage of time, and also a weakness in the commercial position of New Orleans of which she was to become fully conscious only in the railroad age.

The McDonogh manuscripts for the period amply illustrate the problem. A letter from Bickham and Reese of Philadelphia in December, 1804, perhaps puts the problem in its strongest light. A Mr. Forrest, of Ten Miles, near Pittsburgh, had just called on that house on his way home from a trip down the river. They had been expecting a "handsome payment" from him on the basis of information furnished by his partners concerning the prospects of the New Orleans trip, but Forrest had found it necessary to leave his cargo in the hands of McDonogh and Brown because he could not make immediate sales. Although he had placed a valuation of \$1,200 on the produce, Bickham and

<sup>22</sup> Letter dated February 10, 1804.

<sup>23</sup> See the writer's monograph, *The Pioneer Merchant in Mid-America*, University of Missouri Studies, Vol. XIV (April, 1939), No. 2, for a discussion of this problem when it was at its height.



Reese were obviously worried about the delay in receiving their money, and urged the New Orleans house to hurry remittances.<sup>24</sup> An additional inquiry about the venture the following March indicated that they had not been wrong in their alarm the preceding winter.<sup>25</sup> Slow methods of transportation and the great distance which produce had to travel prevented rapid disposal of upriver cargoes, however, and McDonogh and Brown seem to have lost few if any customers in spite of the numerous complaints over delayed remittances.

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<sup>24</sup> Letter dated December 8, 1804.

<sup>25</sup> Letter dated March 8, 1805.

## REPAIRING THE LOUISIANA GOVERNMENT BUILDINGS IN 1811

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*Edited by* JAMES A. PADGETT

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### INTRODUCTION<sup>1</sup>

The documents reproduced herewith indicate that the public buildings in New Orleans, which were occupied by the administrative and other departments of the Territory of Orleans, were in need of extensive repairs on the eve of the admission of the Territory into the Union as the State of Louisiana. Details of the contract under which the successful bidder was to operate are listed in the documents, as well as a somewhat detailed list of repairs to be made.

Both the form of contract made with the contractor and the description of the repairs needed, and which were supposedly made at that time, are enlightening to those interested in Louisiana history today.

### CONTRACT FOR REPAIRING THE GOVERNMENT HOUSE & ITS DEPENDENCIES [1811]<sup>2</sup>

#### Art. 1st.

The adjudication of the enterprise will be made according to the mode prescribed in an advertisement inserted in the *Louisiana Courier, & Orleans Gazette*, of the 21st. September 1812 Said advertisement having not been sufficiently explicit will refer for more ample detail to the Arrete 18 January 18 [ ] which establishes a mode of adjudication for enterprises to be made for the Corporation.

#### Art. 2.

During the three days of adjudication the Contractor will be bound to furnish to the Secretary of State a person Known to possess real Estate Situated within the Parish of Orleans estimated to be worth from [ ] Dollars & to Subscribe an obligation Conjointly with the Contractor who must mortgage

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<sup>1</sup> By the Editor of the *Louisiana Historical Quarterly*.

<sup>2</sup> Louisiana Undated Miscellaneous Manuscripts, 1807-1820, Manuscripts Division, Library of Congress.

said real estate in favor of the State for the fulfilment of the present Contract & in Case the Security Should be liable for the whole or part of the Sum, a Suit will be instituted under the direction of the Secy of State, for the recovery of the Same before any Competent Tribunal

Art. 3d.

The payment of this enterprise will be made in the order of the Secy of State on the Treasurer of the State of Louisiana after the fulfilment and the definitive reception of the work.

Art. 4.

The Contractor must Commence the work of the present enterprise, Seven days after that of the adjudication and must obligate himself to Complete it by the first of November 1812 and in Case Said Contractor Should Suffer one week to pass after the day of adjudication without having Commenced the Work he will be deprived of the benefit of the present Contract & the Secy of State will proceed to a new adjudication for the account & Risk of Said Contractor & his Surety for the delay

Art. 5.

If it should so happen that the Contractor after having Commenced his work at the time above described should not complete it within a week from the time granted (first of November 1812) the Contractor will forfeit all benefice arising from Said adjudication & the Balance of work which may Remain to be done for the Completion of his Contract will be Sold, tho' previously the work which may remain undone to be estimated by a Skilful Workman, in that event the price of Work Concerning a new Contract will be paid out of any Sum which might have been due the Said Contractor had he Completed his work reserving the right against Said Contractor & his Surety for any additional Sum which might be paid to the new Contractor for the Completion of his undone Work.

Art. 6.

During the time of the Work if any alteration or modification Should be deemed necessary it shall be determined by a Committee Compos'd of the Secy. of State, the Contractor & a skilful workman to be Selected by the Secy of State. Said altera-



tion will be inserted by one or more Articles at the bottom of the present Contract & will be obligatory to both parties, who will be bound to Subscribe it.

Art. 7.

When the work of the present Contract is Completed the Contractor Cannot demand his payment of the price of his adjudication until his work is received by the Secy of State who will appoint an able person & the Contractor another to Cooperate Contradictorily with one appointed by the Secy of State, which the Contractor will be bound to do during the Same day. except he agrees to the judgment of the person appointed by the Secy of State, & in Case he does not the Secy of State will name a third person whose decision Shall be binding. Previous to entering into the examination of the Said Work it Shall be the duty of the person appointed to go to a Justice of the peace and make oath that they will faithfully fulfill their respective functions: this examination shall take place in the presence of the Secy of State & the Contractor & in Case the appointed Persons Should decide the work not possessing the Solidity which it ought to have or not agreeable to the Clauses of the present Contract the Secy of State will Compel Said Contractor, or his Security to repair at his expences all work which may be pronounced deffectious by the appointed persons, & more over Said Contractor & his Surety Shall be liable for any damages which may accrue.

Art. 8.

After the Examination of the Said Work in the manner as above prescribed & the Work of the Contractor Shall have been received by the appointed persons they Shall deliver him a Certificate to that effect & Within four days after the remitting of the above mentioned Certificate to the Secy State's office the Contractor Will be liquidated in an order on the Treasurer of the State for the Sum which will be due to him by the State for the fulfillment of his Contract.

Art. 9.

At the time prescribed by the 4th. Article Concerning the Commencement of the work, the Secy of State Shall appoint a person capable of Judging of Said Work who will make oath that he will faithfully fulfill his functions Said person Can only act

in virtue of the Secy of States orders & Jointly with him will transport themselves to the place & proceed Contradictorily with the Contractor or a person appointed by him to examine vigorously the work as is hereafter detailed.

Art. 10th.

In case of any Contestation between the person appointed by the Secretary & the one appointed by the Contractor or as respects the imperfections of the Work or the bad quality of the materials which he might employ, it shall be decided by a third person.

[ITEMIZED LIST OF REPAIRS TO BE MADE]

Replace the Joist of the Galleries North East & South which have been Separated from the body of the principal building, furnish new laths and newly Cover Said Galleries furnish three dormer windows, Consolidate the Turret, replace the lighting rod in its former place & repair the Roof of the principal House. Contractor must obligate himself to employ light iron bands & four others to prevent the walls from Separating & Raise three funels Chimnies above the Roof the Sashes of the large room on the garden Side must be repaired & window glass to be furnished.

A Sill on the first Story with two joists and five or Six planks.

Replace the pillars of the Galleries & the blinds of the Stair Case.—

Plaster the inside & outside of the House in every place that Wants it. White Wash the Whole edifice interiorly & exteriorly

189 feet of plank fence to be nine feet high fronting Toulouse Street, replace the door with its former iron works.

374 feet of fence which must Serve to Close the garden fronting the River & Charters Street, with a turnstile on each Sides the whole Similar to the fence of the place D'Armas.— Repair the roof of the Stables make the house of the necessary of Bricks, near the Secy House Repair the fence and separate it. Take the tiles of the Store to repair the roof of the Secy house wherever repairs are wanting: take the pickets of the uncovered roof to repair the store roof & fence. Repair the part of the

Kitchen roof Which is Spoiled with the tiles which are to be taken from the roof of the Store above mentioned.

Raise the fence Which Separates the yard of the government house & Replace the door.

[EXTENSION OF TIME]

N. B. As the time granted for the Completion of the work expressed in the fourth Article is deemed insufficient the Contractor will be only bound to deliver the government House & Secy's House, for the residue of the work an additional month, will be granted on the Same Conditions which are Stipulated in that Article.—



**CHARLES ALOYSIUS LUZENBERG, 1805-1848:**  
**A HISTORY OF MEDICINE IN NEW ORLEANS DURING**  
**THE YEARS 1830 TO 1848**

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*By* DR. A. E. FOSSIER

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The biography of Doctor Charles Aloysius Luzenberg is the narrative of the most fascinating as well as the most interesting and progressive period in the history of medicine in New Orleans.

That most distinguished physician practiced his profession at a time when this city focused the attention of the whole world on its rapid growth, its boundless resources, its ever expanding commerce and its fabulous wealth. Even despite the inclemency of its clime and the frequent scourges which decimated its people, businessmen, physicians, lawyers, newspapermen, laborers and adventurers, as well as men in every profession and every walk of life, would flock to that city of adventure and opportunity. A few of the more fortunate accumulated wealth, but the majority frustration, despair and very frequently death. We cannot then wonder why so many young physicians, so many of them men of learning and talent, not only from the United States but from every center of the globe, would emigrate to New Orleans. A great number of them were rewarded with lucrative practices, some accumulated riches, and a few achieved fame; many, however, were a prey to the diseases they had hoped to conquer.

The years 1830 to 1850 were the golden era in the history of New Orleans.

Charles Aloysius Luzenberg was born in Verona, Italy, July 31, 1805. Joseph Godfrey Luzenberg, his father, was a Commissary in the Austrian Army. His mother, Marie Madeleine Bessiere, was a relative of Marshal Jean Baptiste Bessiere, Duke of Istria, Marshal of France, and one of the most illustrious lieutenants of Napoleon I.

A short time after the son's birth, his father was ordered with his army to Alsace and was stationed at Landau and Weissemburg. He had an uncle in Weissemburg, a physician, from whom, it is probable, the boy acquired a predilection for medi-

cine. His first schooling was acquired in the Public School of Landau. He was not only an apt pupil but he gave signs of having a very retentive memory and an unusual intelligence. At the age of ten, he was the youngest pupil ever to be matriculated in the City College of Weissemberg, where he received an excellent classical education. He soon acquired a reputation for keen intellect, a cultivated taste in philosophical and abstract speculations, as well as an aptitude for languages, rarely attained by one of his years. He was an athlete, a boxer, a gymnast and was very skilled in the art of fencing. He was not only a scholar, but also an accomplished musician. He performed on the flute, the violin and the violincello. Music was his solace during his many moments of dire tribulation.

In 1819 his father emigrated to the United States and settled in Philadelphia. The son was then fourteen years old. At the age of twenty he attended the Jefferson Medical College in Philadelphia. He was in constant attendance at the Alma House, where, with avid attention, he imbibed knowledge from the distinguished Doctor Physick, then at the zenith of his career. He soon developed a marked proficiency in surgery, and graduated with high honors. His philosophical thesis on scrofula attracted the attention of the faculty who predicted for him a brilliant future in the practice of his chosen profession.

In 1826, Luzenberg served as Demonstrator of Anatomy under Professor N. R. Smith at the Jefferson Medical College. Dr. Samuel D. Gross, in his *Autobiography*, states that,

young as he was, he was a good talker, and an excellent anatomist and demonstrator. He took his degree the ensuing Spring, passing a brilliant examination. He settled in Burlington, New Jersey, which place he soon left in consequence of some difficulty, the precise nature of which I never learned.

Then he decided to establish himself in New Orleans. We are told that in 1828 he arrived in this city, "a poor, friendless, but bold adventurer." He achieved immediate success in his chosen field, which must be attributed to his untiring efforts, an early reliance on his own resources, his independence of character and his pleasant disposition. He was appointed House Surgeon to the Charity Hospital shortly after his arrival. This office was, even in those days, a most responsible one. Logan tells us that he acquired the position solely on his merits, for he was appointed

in compliment of his having adroitly amputated a thumb on his first visit to the Institution, at the invitation of Dr. David C. Ker, one of the visiting physicians, to whom he presented one, and only one of his flattering letters of introduction.

In March, 1832, he married the wealthy and distinguished widow, Mrs. Mary Ford, the daughter of Henry Clement, a prominent merchant and banker of New York City. Logan, in his *Memoir of Luzenberg*, comments:

This event contributed greatly to his introduction in the best society and to his professional advancement. By the ample fortune which was at once, with the most exemplary confidence, placed at his disposal, he was raised to the height whence he could look down with pity upon the rivalries and jealousies of the profession, and, in the seclusion of a well-stocked library, and all the appliances for study, with which he now supplied himself, shut his ears against the hubbub of his assailants.

Shortly after his wedding he resigned the House Surgeonship of the Charity Hospital, and, on the second of May, he sailed from New York for Liverpool for an extended tour of Europe. His passport described him thus: "Age 27 years; stature 5 feet 7¼ inches high; forehead high, nose small, eyes grey, mouth ordinary, chin round, hair light, complexion fair, face round."

Dr. Luzenberg was handsome, with finely chiseled features, and a dignified and distinguished appearance. He exuded personality. His eyes were bold and piercing. His mien was intellectual. He inspired confidence and commanded respect. His energy was inexhaustible. He was aggressive, progressive and ambitious. He was indefatigable in his quest for knowledge, and not only applied himself assiduously to the study of surgery and medicine, but also to mineralogy, zoology, botany and to the fine arts.

He spent the greatest part of his time in Paris in visiting its many hospitals, especially the clinic of Dupuytren, known as "The Autocrat of Hotel Dieu." Logan writes that he was

hurrying from one hospital to another, and that he might be found at a more advanced hour of the day on the benches of the "Ecole de Medecine", or at some other of the numerous colleges, academies, or gardens of natural history, hearing, seeing, feeling and comparing all the multiplied and varied



sources of spreading knowledge. The day was not long enough. The same enthusiasm carried him by night to the dissecting rooms and operating courses, hardly leaving him time to eat, drink or sleep.

He was fascinated by the genius of Dupuytren. He was so impressed by "his wonderful acumen, and diagnostic foresight, his oracular decision, based upon scientific deduction, and the admirable forecast with which he modified several general methods of practice according to particular individual cases, that he yielded to him the homage due to extraordinary merit." Yet, "no one condemned more than he did his stern and despotic severity." Maitre Dupuytren gained his enthusiastic admiration. He was the inspiration which left an indelible imprint on Luzenberg.

He spent five profitable and pleasant months in Paris. His tour of Europe included the principal cities of Germany, Italy, Prussia, Poland, and the Netherlands. Everywhere he was cordially received and every facility placed at his disposal. He left a favorable impression and a great respect for his ability as a surgeon and physician.

He returned to the city of his choice during the winter of 1834, where he was enthusiastically welcomed by his many devoted friends and grateful patients. With renewed vigor and unbounded energy he resumed his practice, and in a very short while he was the physician of vogue in New Orleans. He enjoyed an extensive clientele. We are told that "perhaps no contemporary practitioner in the United States ever enjoyed so lucrative a practice, or received larger fees." His reputation was not only local in scope, but spread throughout the length and breadth of the country.

His philanthropy was proverbial. He devoted the hours from eight to ten in the morning to the care of the indigent. He was ever ready to succor the unfortunate sick. The following excerpt from a contemporary newspaper confirms his generosity and humanity:

Dr. Luzenberg has made a proposition to the Mayor to attend gratis all the indigent Germans in the city; for this generous act, the Council of the First Municipality tendered him their thanks, and resolved that he be allowed to take for the use of the sick all remedies he may require

at the drug stores of the individuals selected by the Mayor; such praiseworthy conduct on the part of an eminent physician is highly ennobling and cannot be lightly overlooked by our citizens.

He was for many years the physician to the Protestant Female Asylum. These and other acts of charity attest that he was a true disciple of Aesculapius, and, in that respect, he rose to the noblest tradition of his profession.

On March 26, 1834, the City Council received the following communication from the Mayor:

A proposal was submitted by Dr. Luzenberg to construct, under certain conditions, a hospital to be situated on the ground in the faubourg Marigny, which was deeded to the corporation by Mr. Marigny for that specific purpose.

Unfortunately the minutes of the City Council for that year are lost, but in the French section of the *New Orleans Bee* of April 24, 1834, is the following interesting editorial:

#### PROPOSAL FOR THE FOUNDING OF A NEW HOSPITAL

The City Council for some time has been deliberating on the proposal of Dr. Luzenberg. Many years ago, Marigny gave to the city a plot of ground in the faubourg Marigny, provided a hospital be built thereon. Dr. Luzenberg, a man who does not lack in "savoir-faire" which is so necessary for success, made what seems at first blush, a very attractive proposal, but its real purpose is seen bared after mature reflection. He proposes a loan to the City of \$10,000.00, bearing 6% interest, which is predicated upon his having the management of the institution. This amount is to be repaid in ten years. He is to receive a fee of fifty cents per patient for the first fifty patients, and seventy-five cents for those exceeding that number.

It was advanced in the Council that Dr. Luzenberg was only actuated by a philanthropic motive. He was highly praised although it was acknowledged by some that he was prompted by some speculative motive. This proposition is neither advantageous to the sick or to the City, because it is not possible for fifty patients to receive the full attention of one physician and besides, such a hospital cannot be constructed for the sum of \$10,000.00, when such an amount is to include the purchase of the furniture and equipment. The whole thing is a folly. It would be preferable to have twelve or more wards with a physician in charge of each. That class of men, so useful to society is not dominated by

selfishness. Certainly, twelve men, among so many, will offer their services. It is astonishing that the City Council has not consulted a few physicians or requested a report from them on such an important project. The City Council should reject the proposition.

Further light is shed on the Luzenberg proposal in an editorial in the *New Orleans Bee*, September 4, 1835, which reads in part:

It was built by Dr. Luzenberg, at the instigation of the City Council—promise having been held out to him of acquiring the patients from the lower faubourg of the corporation. A resolution partially to that effect had been passed by the General Council, yet patients from the lower district are too often sent to the Charity Hospital, and Luzenberg has been hitherto deprived of the support promised and expected.

A substantial structure measuring 65 x 55 feet, faced with an imposing portico, was erected on Elysian Fields Avenue and Celestin Street,—now North Johnson. It was named the Franklin Infirmary. From the very first day it opened its doors the infirmary was crowded to capacity. We are told that only very seldom were there less than eighty to a hundred patients. The Franklin Infirmary was not only very extensively advertised in the press, but it received frequent commendatory editorial accounts. In the *Bee* of September 4, 1835, is the following interesting account:

In company with Dr. Mackie, we paid a visit yesterday to this excellent establishment adjoining the Pontchartrain Railroad, in the Franklin District, and had every reason to be pleased with the comforts and conveniences of this Institution. There are now about 40 patients resident, in different stages of various diseases, or partly convalescent. The House contains three stories. The lawn is for the better order of patients, who have separate rooms, and the utmost care and attention is paid to all their wants and wishes; the pay is \$3.00 a day. The middle story is for other patients who pay \$1.00 per diem, and have fine large rooms, well lighted and ventilated. The third, or attic story is at present occupied by colored persons.

The Infirmary is capable of comfortably accommodating one hundred patients.

We can safely and sincerely recommend the Infirmary to families,—to all who require a comfortable and convenient residence during disease or indisposition.



Dr. Lewis is resident in the infirmary and Dr. Luzenberg bestows much of his time to render it as useful and agreeable as possible to his patients.

His terms are cheap for the assistance and attention given.

For the purpose of comparing the hospital charges of today with those of a hundred years ago, the following schedule of fees charged by the Franklin Infirmary, as advertised in the *True American* of July 10, 1838, is most interesting:

Private rooms may be had by gentlemen at \$5.00 per day, including attendance, etc.

Terms in the ordinary wards, \$2.00 per day.

Slaves also \$2.00. Small-pox in the ordinary wards \$5.00.

Dr. Logan writes that the Infirmary had shady walks and was embowered by luxuriant foliage and flowers. In the garden were bears, pelicans, reptiles and birds of various kinds, and, on the walls, frescoes depicting the different ensigns and signals of every nation in the world.

In 1843, Dr. Luzenberg was appointed physician in the United States Marine Hospital Service. At that time the port of New Orleans was crowded with ships flying the American flag. The problem of hospitalization of the large number of sick and injured sailors was an acute one. The Charity Hospital was overcrowded with its civilian sick and could only with great difficulty accommodate these wards of the Federal Government. For two years the Franklin Infirmary administered to these mariners. Upon his dismissal from the service, Dr. Luzenberg tersely expressed his indignation and resentment in the following at the closing of the record-book:

On the 22nd. of May, 1845, it pleased the power pro tempore to transfer the sick seamen to the hands of others.

Alas! Political proscription is the war cry of the dominant faction which now rules the destinies of the Republic. The sick and the dying are not exempt from the fangs of the hydra; all, all must be hurled from office who dare to exercise the vaunted right of freemen. The physician and surgeon now fitted for United States hospital duties must wear the livery of Democracy, quasi; without which his ex-

ertions, however assiduous and honest, are despised. Oh, tempora! Oh, mores!

(Signed) C. A. Luzenberg,  
Late Physician and Surgeon  
of the United States Marine  
Hospital and friend of Henry  
Clay.

That this friendship was reciprocated by Henry Clay is evidenced by the following letter:

My Dear Sir:

Far from being relieved from any inconvenience as you seem to suppose, by the discontinuance of your visits, in consequence of the restoration of my health, under your good advice, I felt the want of them as a great privation. I have almost wished myself a little unwell that a pretext might exist for their repetition. I have consoled myself by the persuasion that you are constantly removing the afflictions of others as you did mine.

If it will suit your convenience to receive me at dinner Monday next, it will best comport with mine.

I am faithfully your grateful and obliged friend and debtor:—

H. Clay.

Dr. Luzenberg,  
Carondelet St., Wednesday, 16 Feb., 44.

The year 1847 chronicles the great epidemic of typhus which raged throughout the City and which originated from a focus of infection arising in the Charity Hospital. We are told of the straggling return from the Mexican War, of sick and discharged soldiers of the United States Army, and that scores of wounded heroes worn out with typhoid and dysentery taxed the utmost capacity of not only the Charity Hospital but of every other private and public institution. Logan tells us that the Franklin Hospital was then enlarged to accommodate six hundred patients, and that "so perfect and complete was the organization of the establishment that the utmost order and discipline was preserved during the whole period of its occupancy by the soldiers, until two months after his decease (Luzenberg), when peace was declared." Dr. Mueller was then the resident Physician, the staff being Drs. Luzenberg, McCormick, Rhodes and Logan.

At that time there were many other privately owned infirmaries, but the largest and most successful was the Franklin, called also the "Luzenberg Hospital". There was a great demand for these institutions, because the city was overcrowded with homeless strangers and diseases were prevalent.

It was only a short while after the Franklin Infirmary was firmly established that Dr. Luzenberg sought new fields to conquer. The thought of establishing a school of medicine in his adopted city haunted him. His restless disposition soon asserted itself; he plunged in wholeheartedly and spared himself in no way to accomplish his purpose. He persevered regardless of dire disappointments, strong opposition and severe criticism, which would have been more than sufficient to deter anyone but that impetuous, resolute and persistent character. He was the leading spirit in that fight, and to him and to Dr. Thomas Hunt must be given credit for founding the Medical College of Louisiana,—now Tulane.

The first Dean was Dr. Thomas Hunt, a man of culture, superior capabilities and high scientific attainments. He was a great teacher. The Medical College of Louisiana inaugurated its first course of lectures on the first Monday of January, 1835. Dr. Luzenberg was its first Professor of Surgery. The first year was a hectic one. Dissensions in the ranks of the faculty were surmounted, as well as the untiring opposition of obstructionists. Soon discord prevailed, for we read in the *Bee* of May 16, 1835, that Dean Hunt, whose ability as a professor was highly respected, resigned not only his chair of anatomy, but also his position as head of the Institution. We do not know today what serious provocation induced Dr. Hunt to resign the deanship of a college he had labored so assiduously to found.

Dr. Luzenberg succeeded him as Dean. At the first graduation exercises, which took place on April 5, 1836, he delivered an oration in Latin, which was said to be in conformity with a custom which was more honored in the breach than in the observance. His deanship was but of short duration. In 1839 Dr. Warren Stone succeeded him in the chair of Surgery, and Dr. E. H. Barton was elected Dean. Again the veil of secrecy is drawn upon the events which provoked Dr. Luzenberg's disassociation from the college.



Gross wrote: "He occupied the chair of Anatomy and Surgery in his new school; but meeting with such opposition he abandoned his cherished object of building up a great institution, and forswore teaching, which had so long been the desire of his life."

In the proceedings of the Physico-Medical Society of New Orleans, we find the following explanation:

Called in the infancy of the Medical College of Louisiana to a professorship in that institution, he was subsequently obliged to retire from a sense of the contempt felt towards him by his confreres, and by the medical class, on account of his mendacity, ignorance, presumption and ill-breeding.

A strong indictment! Unfortunately, Dr. Logan, who was in a position to shed light upon the subject, evaded it; he wrote:

For reasons which it does not comport with my sense of propriety to discuss in this memoir, but which, however, affected not character, Dr. Luzenberg saw fit to withdraw from his chair in the College, and forever after, eschewed the society of his associates.

Whatever the reasons may have been, they left a bitterness, a rancor, and, it may be said, even a hatred which did not end at the grave. The animosity which existed between Dr. Warren Stone and Dr. Luzenberg was proverbial, and even until comparatively recently was still remembered by the older members of the profession. Dr. Edmond Souchon wrote:

He belonged to the same faculty with Dr. Warren Stone and to the same hospital staff. There was rivalry between the two and Luzenberg suffered from the contact with the rugged genius that was Stone.

In 1836, Dr. Luzenberg was appointed by the Governor of the State as an Administrator of the Charity Hospital. The Board was composed of Dr. Luzenberg, E. H. Barton, W. F. Duplessis, W. Criart, W. C. C. Claiborne, M. W. Hoffman, J. B. Labatut, N. Conrad, R. Relf and J. Bermudez.

Again, Dr. Luzenberg triumphed over the strong opposition of his enemies. His influence with those in power prevailed. The following excerpt from a contemporary newspaper sheds light on the bitterness of that fight:

We are happy to see that Dr. Luzenberg has been confirmed as one of the Administrators of the Charity Hospital,

notwithstanding the herculean efforts made by sundry pigmies to prevent it. It must be particularly vexing to certain splenetic and envious gentlemen, to find that so able a physician as the Doctor, pursues the even tenor of his way, regardless of their opposition and earning the esteem of all good men.

He gave unstintedly of his time and energy to the management of the Charity. Many needed reforms and improvements were made during his administration, not the least among which was the erection of a surgical amphitheatre. This important innovation was acclaimed by the *New Orleans Medical and Surgical Journal* of 1847, which said:

We are grateful to learn that the administration of the institution has determined to erect an amphitheatre for the performance of surgical operations. Such a thing has long been wanted. Heretofore operations were performed in the wards, to the great terror of the surrounding sick, with the inconvenience to the operating surgeons, and where it was impossible for a large number of spectators to witness what was being done. A good amphitheatre is indispensably necessary to a large hospital, and we are glad to hear that the one proposed is to be erected as soon as possible.

Dr. Luzenberg was the Vice-President of the Board of Administrators of Charity Hospital until the day of his death.

Postell states that largely through the efforts of Dr. Luzenberg, a new Medical Society was organized in 1843, and was incorporated on April 1st of that year as the Louisiana Medico-Chirurgical Society,—Société Médico-Chirurgicale de la Louisiane,—by legislative act. That Society held its first meeting on April 13, 1843, and Dr. Luzenberg was elected its President. The organization of this Society was brought about through the indefatigable efforts of Dr. Luzenberg. The charter members were: Drs. J. F. Beugnot, H. Tricou, C. De Valetti, U. Landreaux, P. A. Lambert, I. Labatut, Dowler, Puissan, Harlan, Mercier, Dupas, Barbe, Thomas, C. A. Luzenberg, J. J. Osborne, H. Lewis, John Rhodes, Slade, Easton, Davezac, Hester, Ridgely and E. D. Fenner.

In the "City Medical Intelligence" section of the March, 1849, issue of the *New Orleans Medical and Surgical Journal*, in its comment on the activities of that Society and its influence on

the medical progress of that time, which most probably was written by Dr. Fenner, is the following:

At that time there was no medical society in operation in this City; the old Medical Society of New Orleans being defunct, and the Physico-Medical Society asleep. Nor was there a medical journal published anywhere in the South. Our Medical College, too, was in a languishing condition, having no building expressly for its purposes, and rarely drawing together more than thirty-five or forty students to attend its lectures. At this gloomy period of medical history in New Orleans, the legislature granted a charter incorporating some fifteen or twenty physicians into the Medico-Chirurgical Society of Louisiana. Its meetings were kept up with spirit and energy, and, in a short time, new life seemed to be infused into the entire medical profession in these parts.

The following year, a medical journal was started in this city. Then came the erection of a college building, and the resuscitation of the Physico-Medical Society; but they evidently followed each other in such quick succession as to authorize the belief that there may have been some dependence or connection between them.

There can be no doubt that it was the dynamic will, executive ability and leadership of Dr. Luzenberg which contributed greatly to revive the profession from its lethargy. The Society died with its President. This fact is attested by a contemporary writer in the following words:

A President and two Vice-Presidents are numbered among the dead, and their survivors have fallen into a state of apathy. Harlan, Slade and Luzenberg are no more; but we hope yet to see the day when the Medico-Chirurgical Society, like the fabled Phoenix, will arise again from its ashes.

In 1836, Dr. Luzenberg was a member of the Medical Board of Censors. This Board was composed of Drs. Rene Lemonier, John Rice, C. A. Luzenberg, Isidore Labatut and Edward H. Barton. Mr. A. Delpeuch was the Secretary.

Besides all his many medical activities, Dr. Luzenberg found time to organize the Society of Natural History and the Sciences. This body was granted by the State Legislature the privilege of creating professorships and conferring degrees. To it he bequeathed a rich collection of specimens which he had collected



in Europe. The officers of this learned Society were: Dr. Luzenberg, President; Felix Garcia, Vice-President; George T. Dunbar; and S. D. McNeil, Secretary.

His musical talent was appreciated by the members of the Philharmonic Society, who made him their President. He was also interested in affairs of state. In 1838 he was elected Alderman of the First Municipality, and in 1841 he was a Director of the New Orleans Drainage Company.

Dr. Luzenberg was a master with the scalpel. His technical skill, his unusual knowledge of anatomy, his diagnostic ability, his confidence in himself, his courage, his daring, his judgment, his clear thinking and quick decisions made him a great surgeon. No less an authority than Gross himself declared that he was "an expert operator, and his feats with the knife have associated his name with the history of surgery in this country." When a very young man, he was recognized as one of the leading operators of the country and in a few years his fame spread to the four corners of the world. The reports of many of his brilliant operations are handed down to us. When we consider that asepsis was then unknown and general anesthesia not yet discovered.—for letheon was introduced for the first time in this city on February 25, 1847, by Dr. Warren Stone,—we cannot but marvel at his dexterity, and proclaim him one of the greatest surgeons of his time.

In a communication in the *Bee* of February 15, 1834, is the following sensational report of one of his many successful operations:

A very rare and delicate operation was performed on Thursday, in the presence of a number of physicians, by our fellow-citizen, Dr. Luzenberg, who has just returned from a tour of professional observation in Europe,—tying the carotid artery and extirpating a sarcomatous parotid gland, involving the ear and a large portion of the integuments of the cheek and neck. The disease had been of long standing, say 20 years, and the subject, a man advanced in life, 62 years of age. He sustained the operation which was unavoidably painful and tedious, with great fortitude and, at this time, his situation gives every promise of a favorable result.

Logan tells us that the disease did not recur, and that the man enjoyed good health for many years afterwards.

In the *Gazette Médicale de Paris* of September, 1834, we have the following, a more technical report of this case of complete extirpation of the parotid gland, as presented to the Academy of Medicine of Paris, by Dr. Luzenberg:

A man 62 years of age had been affected for 20 years with an enlargement of the parotid gland. About 6 years prior to this time, it began to increase rapidly, and soon acquired the size of a hen's egg; extensive ulceration attacked the summits of the tumor, from which a thin ichorous pus was discharged and acute lancinating pains were experienced in the diseased parts; in other words, it manifested all the usual symptoms of a cancerous affection. A loose temporary ligature was passed beneath the primitive carotid artery; then, after circumscribing the cancerous mass by two incisions, it was detached from the deep seated parts, and both the styloid and mastoid apophyses were fully exposed. The whole parotid gland had degenerated into an encephaloid substance. Because of profuse hemorrhage, the common carotid artery was ligated.

Dr. Joubert, a member of the Academy, who read the account, stated that Doctors Smith, Lisfranc and the immortal Beclard had also reported cases of extirpation of the parotid gland, but that the case of Dr. Luzenberg "was no less interesting since he had described with such clearness and accuracy the volume and nature of parts removed."

By resolution, the Academy honored Dr. Luzenberg by making him a Corresponding Member. This was the second time that this distinctive honor had been conferred upon an American physician. The first to be so honored was the renowned Dr. Physick. It may be apropos to mention that the following year that same distinction was conferred upon another renowned New Orleans physician, Dr. Michael Halphen, for his learned dissertation on the *Etiology of Cholera*.

We are indebted to Dr. Logan for the following examples of Luzenberg's surgical achievements:

The next operation, which may be called the capital of his surgical pillar, was the excision of six inches of the ileum. This was a case of strangulated hernia in a man now alive and in good health, treated jointly by Dr. Lewis and Dr. Luzenberg. Dr. Lewis stated that when they cut down to the sac, the intestine was found so completely mortified for the extent of at least half a foot, as to yield to the touch.

With his peculiar, quick and comprehensive judgment, which enabled him to determine instantly the merits of a procedure, when most men would still be hesitating, as to what ought to be done, Dr. Luzenberg proceeded, with the assistance and concurrence of Dr. Lewis, to remove all the mortified portion of the gut, and to bring the serous surfaces of the separated ends together by means of stitches, after the manner recommended by Professor Gross of Philadelphia. The patient was put under opium treatment and in 35 days the stitches came away and he entirely recovered.

The next triumph of Dr. Luzenberg, which I shall notice and which I have the gratification myself of witnessing, was the tying of the primitive iliac artery for the cure of aneurism of the external iliac.

The subject was a mulatto man, about 18 or 20 years of age, who bore the operation well. The ligature came away in 21 days; the anastomatic circulation was gradually established; the tumor became absorbed in due time, and the patient became well and hearty.

Dr. Luzenberg was especially skilled in the operation for cataracts. Logan claimed that it "was that great Surgeon's fort, and that he took great satisfaction in performing it, on account of the rapid brilliant results which comported with his ardent and enthusiastic disposition."

Although Dr. Luzenberg wrote with grace and elegance, he made no contribution to medical literature. In the last years of his life, he collected extensive material for a thesis on yellow fever. His associate, Dr. Logan, thus wrote of this project:

He planned to have large and accurate plates of every phase of the disease, somewhat after the manner of Mr. Patiset, and he had already caused to be painted in oil, as large as life, the most accurate delineations of the facies and other morbid appearances which are so readily recognized as pathognomic of yellow fever.

His writings and pathological researches on the subject had reached a voluminous extent at the time of his decease, but still it was far from being completed; nor did he contemplate publishing the work until he had established every fact and assertion to his satisfaction. With his particular predilection for the Latin language, the manuscript is in that tongue; but whether he intended to publish it in such classical form is not known to any one.



Shortly after his arrival in New Orleans, Dr. Luzenberg contracted yellow fever. Although a very recent graduate and inexperienced, especially in the handling of that disease, he insisted upon treating himself, according to his own idea and theory, namely, "to disembarass the nervous centers of that excess of blood concentrated upon them by the morbid cause", by syncopal bleeding. At that time cupping was practically unknown and rarely resorted to in the treatment of fevers. As there was not a scarificator or a cucurbitula to be found in the city, he substituted a wine glass for a cupping cup and scarified himself with a lancet.

In his *Memoir* Logan mentions that Luzenberg regarded this disease under a "different point of view" from the routine of practitioners who, of the American and English school, saw nothing but morbid secretions, which must be purged away, or eliminated from the system by calomel; or, of the French school, who tacitly confessed their blindness by temporizing with ptisans and lavements. He also asserts that "Dr. Luzenberg struck out a new system in his own case which has revolutionized the whole practice and produced benefits never to be forgotten."

Beugnot, in his masterly "Essay on Yellow Fever", read before the Louisiana Medico-Chirurgical Society in September, 1843, is equally as profuse in his praise of the Luzenberg method. He wrote:

In perusing the different authors who have written on this disease, we find scarcely anything on the subject of syncopal bleedings; a few have foreseen its good effects, but not one of them has pointed out the rules which should guide us in their application. Who is then the physician to whom we really owe the introduction of this new method of treatment?—Who has proposed and advocated it both by argument and example?—Who has developed its rules, sometimes so subtile and so difficult to seize?—Who has explained its true philosophy?—I proclaim it, Gentlemen, with pride, that this honor is due to a physician of New Orleans,—it is to our Honorable President, Dr. C. A. Luzenberg, in fact that we owe the regulation of that method which he has employed with rare skill since 1829.

It is to him, be it remembered, that I am indebted for most of the information which I have communicated to you; and I here avail myself of this opportunity to render to him the just tribute of my praise and gratitude.

I do not hesitate, Gentlemen, to declare that the syncope method of bleeding is, in the present state of our knowledge, the only one which can be employed with safety in the commencement of the fever, whatever may be the form and mode of practicing it. It furnishes, on the whole, very satisfactory results. I appeal here to my esteemed friends, Drs. De Valetti and Rhodes, who, as well as myself, enforced this method of treatment, and ask them if, in 1841, when most of the patients who were treated by purgatives succumbed, they did not succeed in curing their cases in the majority of instances.

Dr. Luzenberg's contempt for the views of others, and his unlimited confidence in his own ability and intellectuality, provoked his condemnation and disparagement of the therapeutic measures employed in yellow fever by the greatest majority of his much more experienced colleagues. This indiscretion, lack of tact and even of ethics on his part made him many bitter enemies. Again we quote from the *Memoir* written with a friendly pen, in which is depicted his unfortunate crusade against what he denounced as "legalized murder". We quote:

From the period that Dr. Luzenberg proclaimed his views respecting the treatment of yellow fever, and he did this openly and fearlessly, because he would not give his countenance to "legalized murder", as he styles the malpractice of the day, he excited the envy and jealousy of many of his contemporaries, which continued unabated, nay gathering strength numerically, to the day of his decease. They merged the spirit of controversy into personal opposition, and tried by covert means to prejudice the community against him, whom they attempted to ridicule as a "parvenu" and dangerous innovator.

On this and later occasions, Dr. Luzenberg spoke out rather harshly, and with the lion voice of a Luther, gave utterance to his full heart in the startling language of earnestness and sincerity; but it was because he was proclaiming severe verities. He would not compromise the life of his fellow creatures.

Luzenberg was credited with having discovered a new method in the treatment of smallpox, the prevention of pitting by the exclusion of light. His admirer, Logan, claims that if he "did not first bring into notice the practice of excluding the light in treating variolous disorders, he, at all events, revived it and finally got as much credit for it as he deserved." He states that while engaged in the post-mortem examination of

a patient who had been some years previously so afflicted with smallpox as to produce deep pits upon the face, Dr. Luzenberg was surprised to find that those parts of the body which had been protected in a great degree from the action of light by clothing were entirely unmarked. Putting this in connection with the fact recorded by Baron Larrey, with which he was doubtless acquainted, as he had read a great deal, viz., that the Egyptians and Arabians were accustomed to cover the exposed parts of smallpox patients with goldleaf, the idea was impressed upon his mind that light was the agent of this phenomenon. Acting upon this impression, he placed a number of patients in an apartment so constructed that the reflective rays of the sun, even at its meridian, could not penetrate within. The results confirmed his opinion, and fully established the position that the exclusion of light prevents pitting.

Thus satisfied of the correctness of his conclusion, he communicated the fact in scientific good faith to the class of young men around him, requesting them to prosecute the subject, with the view of further testing its reliability. One of them made it the subject of a paper which will be found in the *American Journal of Medical Sciences* for 1832 (Vol. X, p. 119), and thus attracted the attention of European physicians to the subject, as may be seen in the *Revue Médicale* for August, 1832. Much acrimonious disputation transpired as to who was the actual discoverer of this method; at which we need not be surprised when we remember the old adage, that "there is nothing new under the sun!"

The author of the article mentioned above was Dr. J.M.W. Picton. Four years after the publication of Dr. Picton's thesis, we find the following polemical discussion in the newspapers. The first article appeared in the *Bee* of April 29, 1836. It reads:

Dr. Luzenberg has made additional experiments and had many additional cases lately to test the verity of his important discovery in the physical treatment of smallpox,—that the absence of light prevents pustules and marks.

Formerly he tested the principle in many experiments made at the Charity Hospital, which Mr. (now) Dr. Picton incorporated in a medical treatise for a graduate's diploma; and lately he has proven it in many cases sent to his own hospital—The Franklin Infirmary.



Reasoning on the similar fact that the clad body never had pitted marks, and that the exposed members generally had, he inferred that this originated from the want of light, whose effects on cutaneous diseases are already known. He separated one part of the body on which he allowed the light to fall day and night, and the superior members completely shaded by rugs from its effects. The consequence was that the exposed parts were strongly pitted on the recovery of the patients, while no marks remained on the parts shaded.

This is a happy discovery; and doubly so, when the same system being used will change a malignant stage into a mild one. This has also been fully attested by Dr. Luzenberg's experiences.

The learned Doctor believes that diseases of the eyes might be similarly treated with equal success, and indeed most cutaneous diseases, as their virulence is chiefly caused by the light,—the absence or deprivation of which will obviate their malignancy and promote the utility of proper remedies.

A few days afterwards, in the same newspaper, appeared the following communication, under the *nom de plume* of "Philanthropist":

In the Winter of 1829-1830, while engaged in post-mortem examination of a patient who had been for some years previously afflicted with small-pox, so as to produce deep "pits" and furrows upon the face, Dr. Luzenberg was surprised to find the body, which had been protected in a great degree from the action of light by clothing, entirely unmarked. A short while anterior to this, while conversing with Dr. J. F. Davidson, (then student of medicine with Dr. Luzenberg,) upon the subject of small-pox, Dr. Davidson stated that a negro female, in some part of the city or its vicinity, was in the habit of treating cases of small-pox in such a manner as entirely to prevent "pitting", and he remarked that he always covered the face with a piece of black silk, requesting an explanation of the "modus operandi" from Dr. L. This, the Doctor was unable to furnish at that time, and taking this fact into consideration at the time of the affection above alluded to, the idea impressed him that light might have some agency in causing this phenomenon. Acting upon the impression, he immediately instituted experiments which fully established the position that the exclusion of light prevents pitting.

These experiments were conducted during the Winters of '29, '30, '31 and '32 in the Charity Hospital of this City. In the Spring of '32, Dr. Picton, who witnessed some of these

experiments, made them a subject for his inaugural theses in the University of Pennsylvania, but without remembering to designate the actual discoverer, thereby tacitly committing medical piracy,—if I may use the expression.

Since the above experiments were instituted in the Charity Hospital, Dr. Luzenberg has had abundant opportunities of testing their results, and they have been uniformly the same. In one particular instance, the patient was so placed that during the progress of the disease, the light from two lamps was thrown upon the legs and feet and the consequence was that the legs and feet were "pitted", and the rest of the surface free from any depressions whatsoever; thereby satisfactorily demonstrating that light was the cause of "pitting".

The Editor of the *Bee* made the statement that "It is but an act of justice to Dr. Luzenberg to state that he did not write the article signed 'Philanthropist', nor see it until published." Dr. J. M. W. Picton wrote to the Editor of the *Bee*, stating that hereafter this matter would be placed before the medical public of the United States, through the medium of medical journals, and also requesting that justice be done him by inserting the following communications, and that further opinion be suspended until the true "medical pirate" was ferreted out and condemned.

The following is quoted from the letter of Dr. J. P. Davidson, as submitted by Dr. Picton to the *Bee* for publication:

The idea of excluding the light as a means of modifying the eruptive stage of variola, and of preventing the pitting of the face, was derived from the suggestion of an old colored nurse,—made to me while a student of medicine in the Marine Hospital of New Orleans, in the Fall of 1828.

The statement of the old woman was that she had seen the marking of the face obviated by covering it entirely with leaves of a plant growing abundantly in the vicinity of the hospital. These were to be laid on so thickly as to form a complete mask to the face. I remember distinctly that she attributed the whole efficacy of the treatment to certain virtues possessed by the plant.

Having previously remarked the absence of pits and marks of any kind on those parts, of many persons, which had been covered during the course of the disease, I thought it not unlikely that the face would, in an equal degree, escape, if subjected to the same protection. The account of the old woman being strengthened by the fact that those parts of the body which are covered presented no marks, I

determined to try the experiment on a fellow-student, Jesse S. Counsel—who was then ill with the disease in the hospital—with this view I tied a black silk handkerchief about his head, leaving it hanging over his face. The application was made too late in the disease, after the maturation of the pustules.

Counsel rose from his bed terribly scarred, and with the loss of an eye, from the formation of pustules of the cornea. Although much disfigured by the efforts of the disease on his face, his chest and abdomen presented no pits whatever; parts which had been excluded from the light from the onset of the disease.

This was the first case in which the exclusion of light was tried in variola—terminating unsuccessfully in which the experiment was made, as well as to its imperfect application. In that belief I was borne out by the circumstances of those portions of the body which had undergone exclusion from light throughout the whole course of the disease, not being at all marked. I made no further experiments in the hospital, more from the difficulty of excluding the light, without at the same time obstructing the free ventilation of the wards—than from any want of confidence in the treatment.

The ensuing year, 1829, I entered the Charity Hospital as a pupil of Dr. Luzenberg's, the House-Surgeon, and, on the admission of a number of cases of small-pox, I communicated to him the treatment above mentioned, and, in what manner I had been led to adopt it, Dr. Luzenberg was struck with the plausibility of the treatment, and immediately instituted a series of experiments in all the cases of recent attack then in the House. These experiments resulted in establishing the fact that the exclusion of light in variola modified the eruptive stage of the disease and is a preventive against the partial cutis vera and rete mucosum resulting from the suppurative process of the pustules.

Dr. Luzenberg has, at all times, acknowledged the source from whence he derived the first suggestion of the treatment.

The other communication submitted by Dr. Picton is from Dr. John J. Ker, which reads in part:

In my personal knowledge, the idea of the exclusion of the stimulus of light being a preventive of pitting in cases of small-pox, originated with Dr. J. P. Davidson, long before the Doctor,—to whom the origin in the said article is attributed,—adventured to this country. Dr. Davidson remarked to Dr. Luzenberg, "That the idea of the stimulus of light being excluded, was the probable cause of her successful treatment had vividly flashed across his mind."



This communication ends with the following:

I believe, Sir, you concur with me in ascribing the true origin of the idea to Dr. Davidson, at least in our conversations upon the subject—always expressed yourself of that opinion,—and how you can be charged with “medical piracy”, I am quite at a loss to discover since you read your thesis. I do not observe in it any allusion to yourself as claiming the merit of the first idea of the theory involved. I know that you have attended a series of experiments made, at the request of Dr. Luzenberg, to test its truth, and consequently presumed that you can, with all deference to the ingenious Dr. Luzenberg’s pretensions, claim the privilege of expiating them, now, when and where you please.

In a postscript, Dr. Ker writes: “It strikes me that Dr. Luzenberg once observed before the Medical Society of this City, that Dr. Davidson was the originator of the theory in question.”

The Editor of the *Bee* closed that polemic with the statement that, having done justice to both parties, he did not wish to countenance a counterattack, and, “If Dr. Picton is justified, it is not the Editor’s duty, nor his interest to permit him to incriminate or condemn another.”

From this evidence we can deduce that credit is due to Dr. J. P. Davidson, one of the founders and a President of the Orleans Parish Medical Society, for having discovered that light was a causative factor in the pitting of smallpox, and to Dr. Luzenberg for his many corroborating experiments.

Longfellow remarked that “A life that is worth writing at all, is worth writing minutely and truthfully.” A biography would be of little worth if it did not include the joys and tribulations, the successes and failures, the renown as well as disrepute. For so frequently the penalty of fame is adversity, disparagement, obloquy and even calumny. The greatness of a man is not always appraised by his achievements, but frequently by the manner in which he suffered reverses and bore iniquities. The friends of a great man are so often made by his fortunes, his enemies by his eccentricities, so revenge nearly always triumphs over gratitude. This history of the life of Dr. Luzenberg would in fact be only a panegyric if the following most important event in his career was ignored, or dismissed with only a casual reference.

In the editorial column of the *True American* appeared the following account of an operation performed by Dr. Luzenberg:

SIGHT GIVEN TO THE BORN BLIND

In all the great schools of medicine throughout the world; there has seldom been witnessed a prouder triumph for human art than was achieved in our City on Saturday last by Dr. Luzenberg in his successful removal of congenital cataract. That the cataract has been successfully operated upon; before, all are aware; but it has always been where civilization has aided the operator by inoculating a reliance on his skill; and, when the mind is so disposed, the Surgeon's path is smoothed by many of its obstacles. But, in the recent triumph of Dr. Luzenberg, every sort of difficulty and impediment lay in the way. His patient was a savage of the wilderness, with no particle of faith in the Operator, nor consciousness of privation to nerve her to endure the operation. The circumstances are these:—

Among the Seminole prisoners, is a female named Mary, about thirty years of age and born blind. Her life has been passed in the wilds of Florida and among the wilder natives; and ignorance, and a belief in its immobility have ever made her resigned to her affliction. When arrived here, it was stated to her that her blindness could be removed; that the "Great Medicine" of the white man could give her sight. The proposition was referred to her relatives and the chiefs of the tribe. Superstition naturally entered into their councils, and the result of their deliberations was this oracular decree:—

"What the Great Spirit has denied, the pale face cannot give; what the Manitou has ordained, it would be bad in its children to wish to change."

Frequent importunity, however, induced a better state of feeling, and the patient, at length consenting, its operation was performed at the Barracks, on Saturday, the 14th. inst., by Dr. Luzenberg, assisted by Dr. Labatut, in the presence of several physicians and some of the chiefs of the Seminoles. Many singular difficulties presented themselves, firstly from the impossibility of prompt communication between the patient and the Surgeon; secondly, because, from habit, the pupils of both eyes were thrown in the internal canthus; and, thirdly, because mental agitation caused the eyeballs to rush from side to side, as if under the operation of galvanism. But skill and perseverance can overcome all impediments, and the poor savage of the woods prepared to receive from the white man the inestimable blessing of sight. The eyes, which in their blind state were additionally afflicted with obliquity, will henceforth assume their natural position.

The spell of beauty, the sway of wealth, the charm of oratory and the resources of art are as motes in the air, compared with the power of science!—We speak not of that kind of science which, by abstruse calculations, gives us the dimensions of some far-off star, or tells us when eclipses come, altho undoubtedly, it is great, it is wonderful, . . . nevertheless, all things duly considered, we are compelled to admit that while it may fill the imagination, it does not touch the heart!—

But the science of surgery which can only arrive at maturity in the human mind almost made perfect; where the skill of man approaches the nearest attribute of God; fills the intellect with wonder and the heart with joy; for its aim and purpose is to minister to the wants of man and to alleviate human suffering! The physical requisites alone of a good surgeon are "The heart of a lion, the eye of an eagle, and the hand of a lady",—but what wealth must not the mind possess whose resources can thus give sight to the "born blind!"

During the first operation, Cloud, the Seminole Chief, watched it over Dr. Luzenberg's shoulder, almost as intently as the Surgeon himself; and, when in her agony and dread, the poor woman refused to submit again, the Chief assured her that he had observed the pale face closely, and was satisfied he could give her sight; that their own "Great Medicine", their prophet, Felix Haya, could do nothing for her; but if she would submit a few moments longer, the Medicine of the Pale-Face would enable her to gaze upon her children and their father, and to look out upon the bounty of the country where they were going to dwell; that she could then mingle in their dances, and see how their braves could defend her wigwam!— Bound by habit to obey her Chief, and with some cry of hope to support her, the patient submitted to the second operation, which was performed with matchless skill and well requisited success. Under all the circumstances of the case, this may be considered one of the proudest achievements of surgery; and we cannot avoid envying the Doctor the gratification he must feel when he reflects upon the result of his benevolence and skill. Mary has a child nine years old, also born blind, who will be operated upon by Dr. Luzenberg in the course of the week. May success again crown his noble efforts!

This burlesque description of the operation attracted city-wide attention. His friends and patients extolled the skill of the great Surgeon, and rejoiced in his latest triumph. It excited great indignation in medical circles. His confreres deplored the indiscretion and bewailed the boldness of the publication. Plans



were soon set afoot to prevent a repetition of what was considered an unpardonable breach of medical ethics.

At a special meeting of the Physico-Medical Society, held on Saturday, May 19, 1838, for the purpose of considering the report of the "Société Médicale", relative to the suppression of illegal practice of medicine, surgery and pharmacy, in the City of New Orleans, Dr. Palmer requested the permission to read the report of the operation by Dr. Luzenberg, published in the newspaper, the *True American*. After discussing thoroughly the issue, he submitted the following preamble and resolution, which was adopted:

WHEREAS, To establish and maintain the respectability of the Medical Profession of New Orleans, and to vindicate its professional rights; and to protect the public against imposition, are among the chief objects for which the Physico-Medical Socceity has been revived,—

BE IT THEREFORE RESOLVED, That a Committee of three be appointed to report on the case of Mary, the Seminole woman, described in the *True American* of April 17th., 1838, in an anonymous article under the caption of "Sight given to the Born Blind", and the said Committee be instructed to render a written report on the same, and on the influence of the profession of such publications in general.

In compliance with the above resolution, the President appointed Drs. Palmer, Snowden and Campbell on the committee, who made the following report:

The undersigned appointed by the Physico Medical Society, to report on the case of Mary, the Seminole woman, described in an article which was printed in the *True American*, on the 17th. of April, 1838, and which, on the 28th. day of the same month did appear in the *National Intelligencer* at Washington, D.C., in the full and conscientious discharge of the duty assigned to them, respectfully report:—

First, that said Mary has been visited by the undersigned at the United States Military Barracks, near New Orleans, where, among other Seminole prisoners, they identified her to be the person designated in the article above referred to, and therein said to have been "born blind", and that she speaks the English language with facility, having conversed with the undersigned, to whom she stated that during her childhood she had lived with a white family at Tallahassee.

Second, that the disease, for the removal of which an operation had been attempted, was a simple and incomplete cataract of both eyes, and this said Mary was not born blind, nor was she ever blind anterior to the operation, having stated clearly and definitely that, up to that period, she could distinguish objects and see to cut and make her own and the garments of her children; a dress nearly completed, which she said was the work of her own hands, has been examined by the undersigned, who are fully convinced that her sight had been comparatively good up to the time of the operation, and that, on the 5th. of May, the case of the said Mary was visited by a number of other physicians of this city, who agreed fully in opinion with the undersigned, namely, that the operation had proven an entire failure; the left eye being irrecoverably lost, the pupil of which, nearly closed, exhibits through a small aperture, the cataract undestroyed, and the adhesions between the iris and the anterior capsule of the crystalline lens, together with the remaining inflammation in the internal eye, leave no promise of benefit from any future attempt at an operation; and that the vision of the right eye had been manifestly impaired by the operation.

Your Committee, in the further discharge of their duty, and in justice to the dignity of the Medical Profession, respectfully and conjointly represent, that inasmuch as the Medical Journals, and not the newspapers, are the proper media of publication for all cases appertaining to the profession, the former being accessible to the medical philosopher, but to every pretender the latter; and this distinction, by public consent, being established, and inasmuch as newspaper details of cases are detrimental to our science, and are calculated to rob it of public consideration, your committee regret to have seen the respectable name of a regular Physician so often and improperly used by over-zealous or misguided friends. That to publish an operation so trivial, and so frequently performed, as the couching of common cataract, and under any circumstances to style it "Proud achievement of surgery," at this advanced period of our science, underrates not only the standard of professional attainment among the physicians of New Orleans, but the intelligence even of its inhabitants. Whether Dr. Luzenberg did write, dictate or has been, in any manner accessory to the publication of the many newspaper cases in which his name has from time to time appeared, your Committee do not assume the right to decide. But, inasmuch as it was an imperative duty, which he owed to the profession of which he is a regular member, to discountenance the abuse of his name, and thereby undeceive the public; any future declaration of his ignorance of their source, or that such pieces have

been published without his sanction, cannot, in the opinion of your Committee, exculpate him from the charge of unprofessional deportment.

(Signed) :- EUGENE PALMER,  
G. W. CAMPBELL,  
C. F. SNOWDEN.  
Committee.

Dr. Hunt then moved that the report be considered as containing charges and accusations against the moral and professional conduct of Dr. Luzenberg, and that his letter of resignation, tendered that evening, be not accepted, but be laid on the table subject to the call of the Society. This resolution was adopted.

Dr. Luzenberg made the following reply to the charges preferred against him:

New Orleans, June 2nd., 1838.

To the President and members of the Physico-Medical Society :-

The report signed by G. W. Campbell and accompanying your proceedings of the 19th. of May last, was received on the 22nd. of the same month.

The malicious intention of the report to injure my professional and moral character, requires at this time a detailed refutation of all the falsehoods it contains.

In obedience to the respect I feel toward some of the members of the Physico-Medical Society, I present to you through one of the members (Dr. Osborne), the testimony necessary to establish for the authors of that report, the character which no doubt has long since been merited by them.

I beg that the documents may be read in my justification. I fully concur with Dr. Simons in his denunciation of the man or men, who, without the consent of Dr. Simons, or mine, surreptitiously introduced themselves to a patient under our charge. I state in addition, that the report is composed of a tissue of the most infamous falsehoods, unexampled in its atrocity and unequalled in the history of the most debased.

(Signed) :- Charles A. Luzenberg, M.D.

N.B. Drs. Labatut, Beugnot, De Valetti, Easton, Lindoe, Wiedeman and Simons, were the only physicians present during the operation.



On June 9, 1838, the following preamble and resolutions were unanimously passed, at an unusually large meeting of the Physico-Medical Society, and were ordered published in the local newspapers: .

WHEREAS, after a patient and dispassionate investigation of the charges preferred against Dr. Charles A. Luzenberg, and of the testimony adduced by him in his defense; it is the solemn and deliberate opinion of the members of the Physico-Medical Society, that he stands duly convicted of conduct and practices at once immoral, ungentlemanly and empirical.

THEREFORE, BE IT RESOLVED, that said Dr. Charles A. Luzenberg, a graduate of Jefferson Medical College of Philadelphia, be expelled from this Society; and that his expulsion be published in all the medical journals of the Union, and communicated to all the Medical Societies of the same.

BY ORDER OF THE SOCIETY:-

A TRUE COPY:-	R. Davidson, M.D., President.
ATTEST:-	J. M. Picton, M.D., Recording Secretary.
	G. F. Snowden, Corresponding Secretary.

According to Postell, the Physico-Medical Society was the second organization of Physicians in Louisiana. It was incorporated by act of the legislature approved February 16, 1820. It continued to exist until the year 1838. It was reorganized in 1844, and thereafter was fairly active until the beginning of the Civil War. It was composed chiefly of English-speaking physicians. The following is a list of its officers and members for the year 1838: Dr. R. Davidson, President; Dr. J. S. McFarlane, Vice-President; Dr. J. Harrison, Corresponding Secretary; Dr. J. M. Picton, Recording Secretary; Dr. Thomas Hunt, Curator.

*Fellows:* Doctors F. Holt, J. Rice, E. H. Barton, E. B. Harris, C. F. Snowden, F. Beatty, J. S. Crockett, A. Davezac, J. M. Mackie, G. W. Campbell, J. H. Ker, S. W. Ruff, Farrell, G. Bettner, V. Carey, I. Labatut, W. Rushton, J. Jones, W. Stone, W. Wilcox, Kittredge, J. J. Osborne, Palmer, J. U. Landreaux, J. Galerido.

*Associates:* Dr. O. C. Ker, Dr. James Warren, Rev. T. Clapp, Dr. Wheaton, General E. W. Ripley, L. S. Parmely, Hon. F. L. Turner.

*Corresponding Members:* (New York), Doctors Mott, Francis, Pascalis; (Philadelphia), Doctors Parish, Chapman, Patterson; (Boston), Doctors Warren, Jackson; (Lexington, Ky.), Doctors Caldwell, Dudley; (Ohio), Doctors Drake, B. C. Marshall; (Baltimore), Doctors Potter, Davidge; (New Haven), Doctor Ives; (Portland), Doctor Thatcher; (Virginia), Doctors Wilford, Brown, Buck; (District of Columbia), Doctor H. Hunt; (Mississippi), Dr. Randolph; (Augusta), Doctor Toolsom; (Louisiana), Doctors J. D. Smith, French, Forsyth; (U.S. Army), Dr. Harney; (Alabama), Doctors Levert, Fearn, Mecklin; (France), Doctors Chevrin, Gerardin.

Those drastic and scandalous resolutions attacking the honor and professional conduct of such a prominent physician, were the current topic of conversation, and even provoked disputes, not only among physicians but the laity as well. Passions were aroused. Ire, indignation and resentment were kindled in the hearts of his friends and beneficiaries. A few were determined to uphold his reputation and to vindicate his honor, even on the *champ d'honneur*! Many more were strong and caustic in their denunciations of that group of courageous physicians who dared uphold the code of medical ethics. They were accused of professional jealousy or of ignominiously availing themselves of a pretext to vent their personal animosities.

That group of English-speaking physicians, members of the Physico-Medical Society, imbued with the justice of their cause, and the righteousness of their decision, remained steadfast in their determination to uphold the ethics of their profession and the principles for which they stood. Their motives can hardly be questioned; for there can be no doubt that their severe condemnation of Dr. Luzenberg was prompted by what they felt to be just indignation and a high sense of duty. They enjoyed the highest respect of the community, and deservedly so, for they were not only distinguished but talented members of their profession.

Not since the notorious defy of the Buccaneer Laffite to Governor Claiborne was New Orleans so stirred.

In order to have a fuller appreciation of the communications which appeared in the newspapers, between Dr. Luzenberg and his accusers, the following is quoted from the classical ar-

ticle, "The Oaks", written by John Augustin. It depicts admirably the traditional social aspects and the rules of procedure which regulated the practice of dueling in New Orleans a century ago:

The antithetic lights and shades of their leafy arcades, typical of a state of society where tragedy and gayety walked side by side in chivalrous converse, take back our memories to a period scarcely fifty years remote, when it was an everyday occurrence to see under these very branches a meeting of adversaries in mortal combat, with rapier or pistol, sabre or shotgun.

At that time New Orleans, though even then to a degree cosmopolitan, was essentially a Creole city, and under the full influence of the traditions which governed that high-strung and chivalrous race. The descendants of the early possessors of the soil, many of whom were of aristocratic blood, had grown up with the more plebeian sons of the other settlers, and, what with education in common, . . . what with intermarriages, the habit of command acquired from the ownership of slaves, and the refining influence of well-employed leisure, formed a sort of aristocracy from which the South derived some of its brightest intellects. It was a nobility less of birth than of manners, breeding, education, and tradition. . . .

The world and society were therefore of courtly brilliancy. Merchants and lawyers were incidentally poets and wits, and the ladies accomplished musicians.

At that time, bankrupts committed suicide, and women fallen from virtue disappeared and were never heard from. There was no compromise with honor; society did not permit it.

Under this moral condition of affairs, the punctilio among men was strict even to exaggeration. The least breach of etiquette, the most venial sin against politeness, the least suspicion thrown out of unfair dealing, even a bit of awkwardness, were causes sufficient for a cartel, which none dared refuse.

The acceptance, however, did not mean that the quarrel must inevitably be settled on the field. The seconds, two on each side, discussed the quarrel dispassionately, sometimes with the assistance of mutual friends, and often arrived at an amicable and honorable settlement.

A blow was strictly forbidden, and sufficient to debar the striker from the privilege of the duello. A gentleman who would so far forget himself as to strike another, was exposed to the ignominy of being refused a meeting. Some



who have so lost their self-possession have been known to submit to the greatest humiliation in order to obtain from their adversary an exchange of shots or a crossing of swords. Nor even was an insult permitted to go beyond a certain decorum of form. Experienced friends, well versed in the law and precedents of the code, settled beforehand every nice point, so that the adversaries met under the oaks in full equality, morally and socially.

Contumely and insults, as well as challenges to mortal combats, were frequently hurled in newspapers and in placards. The following communications, written in pompous phraseology and with endless rhodomontades about honor and character, are typical of the usages of the time. This duel of words is most interesting. Whether shots were exchanged, or there were crossings of swords, is not known today. There are no records in existence which can shed light on the subject.

The first cartel from Dr. Luzenberg was sent to Dr. Thomas Hunt. It read as follows:

Doctor Thomas Hunt.

Sir:-I received a few minutes ago the proceedings of the Physico-Medical Society, of the 19th. instant, containing the Resolutions offered by you.

Your conduct on the occasion above alluded to requires no explanation. I demand at your hands immediate personal satisfaction.

Yours, etc.,

Charles A. Luzenberg.

My friends, Messrs. G. T. Dunbar and Ranney will hand you this.

Dr. Hunt made the following explanation of the resolutions proposed by him, which is, to say the least, rather inconsistent. It was transmitted to Dr. Luzenberg by his seconds:

New Orleans, May 23, 1838.

To Doctor Charles A. Luzenberg:—

Agreeably to your request, we called upon Doctor Thomas Hunt, with your note of this date.—Dr. Hunt at once disclaimed any vindictive or malicious feelings in moving the resolutions contained in your note, and stated, that he did it in order that the report of the Committee of the Physico-Medical Society should not be acted upon, without you having a fair opportunity of defending yourself.

Yours respectfully:-

George T. Dunbar, Jr.,

H. J. Ranney.

Evidently this answer did not satisfy Dr. Luzenberg, but the decision of his seconds, Messrs. Dunbar and Ranney, was final and the affair was settled by them, as revealed in the following communication:

New Orleans, June 15th., 1838.

Dear Sir:—

We herewith furnish you with the details, or particulars, of Dr. Hunt's explanation:—

Agreeably to your request, we called to Dr. Thomas Hunt with your note of the 23rd. May, demanding immediate personal satisfaction at your hands,—your demand for a meeting springing out of certain resolutions offered by him to the Physico-Medical Society at the last session of said Society, (Viz. May 18th).

We have been induced to withdraw your note demanding personal satisfaction at the hands of Dr. Hunt, who urged no course of quarrel ever having existed between you—he also denied as stated in the first note, all intention to injure or wound your feelings on the occasion alluded to—and he also adds, that anything he may have either said or done, has been with the view to support your rights and protect your feelings against the violent attacks of some of the members who, he declared, were as compared to blood hounds in pursuit of you! He, Doctor Hunt, could only arrest their course,—to use his own expression,—by “putting his foot upon their necks!”

We have accepted Doctor Hunt's explanation, and consider this affair settled.

Your friends, etc.,

George T. Dunbar, Jr.  
H. J. Ranney.

To Doctor Charles A. Luzenberg.

The next cartel was received by Dr. G. W. Campbell, one of the framers of the resolution charging Dr. Luzenberg with unprofessional deportment. Dr. Campbell refused the challenge and gave his reasons for doing so, in a communication which appeared in the *New Orleans Commercial Bulletin* of June 15, 1838. It reads:

On the 13th day of June, Dr. Lindoe and Mr. Ranney called on me, and stated that their object was to present a message from Dr. Luzenberg: I declined receiving any communication from an individual who had been stigmatized and disgraced. Dr. Lindoe then remarked that “I must meet him.” This I declined doing, because I did not consider him

a gentleman—he having been proven of lying. Mr. Ranney declared, at this time that he came as a pacificator, “for the purpose of adjusting matters amicably.” Dr. Lindoe then said that he would post me—to which I replied, if he did, it would be at his peril. Dr. L. and Mr. R. then left, the former threatening to attack me on the streets. This morning I read a communication signed by Mr. Ranney, in which he states that he and Dr. Lindoe challenged me. This assertion needs no comment; it is obviously at variance with his previous remark.

In pursuing the course above mentioned, I have been actuated solely by a sense of justice and honor. The INFAMY which has been stamped upon Dr. Luzenberg’s character cannot and shall not be wasted away by my blood. Branded on his forehead for immoral and unprofessional conduct and pointed out by the slow and unmoving finger of scorn, Dr. L. cannot expect a Gentleman to elevate him to a position of equality, which he has forever forfeited. As a member of the Society which condemned Dr. Luzenberg I should be lost to principle, were I to hold myself responsible to him for an official act which was solely based upon just consideration of respect for professional worth and moral integrity.

A Public Convict shall not be screened from Public Condemnation by an effort to engage himself or his friends in a mortal conflict with me.

I could not consent to consider and treat as an equal one who had endeavored to advance himself by writing and sanctioning and propagating false and empirical statements, laudatory to his own pretended skill, and who being detected by that endeavor, was anxiously, though valiantly, attempting by engaging in a personal contest with me, to regain by bullying and recklessness, a standing which he had lost by folly and mendacity. And I was equally determined not to grant to deluded representatives, or to servile minions, a condescension which I would not yield to their friend and master. The deportment of Dr. Lindoe was boisterous, rude and discourteous and indecent, and I believe him to have been intoxicated.

G. W. Campbell.

The following letter was appended to the above communication:

To Dr. Thompson:—

In regard to the conversation which we had a few days ago, replete with matters in relation to a certain individual called Dr. Lindoe, I beg to repeat in general terms the sub-



stance of what I said on the occasion referred to. I witnessed a few weeks ago,—in common with several others,—a scene which occurred between Capt. Powell and Dr. Lindoe, in the Exchange Room of the St. Charles Hotel, which gave me an invincible contempt for the latter person. He tamely allowed himself to be denounced by Capt. Powell as a scoundrel, a liar, and no gentleman. I entirely approve of Dr. Campbell's refusal to meet him. I certainly would have pursued a similar course.

I am, with respect,

Your obedient servant:—

James P. Quinn, M.D.

The next day the following paid advertisement appeared in the same newspaper:

TO THE PUBLIC

Dr. Lindoe's attention having been called to the publication of Dr. Campbell in the Bulletin of yesterday, deems it just to himself, and respectful to the public, to reply that he opposed an unqualified denial to the charges contained in Dr. C's communication. Dr. Lindoe has not the pleasure of an extensive acquaintance in New Orleans, and labors therefore under the disadvantage of appealing to a community to whom he is scarcely known, and when engaged in personal controversy with an individual long resident in the city and connected with families of a high respectability and influence. To this position in this last respect, it is presumed, Dr. C. owes the extraordinary display of courage exhibited in his card. Vainly supposing that his family influence could enlist the feelings of the community against a stranger. It is common, and often a successful artifice of felons to distract public attention. The general burst of indignation which has been manifested by the whole community against the calumniations of Dr. Luzenberg, falls with its full effect on Dr. Campbell, who stands self convicted of base falsehoods and malicious representations, —hence his having in his card of yesterday. He sees the handwriting on the walls. He feels the finger of scorn as it designates him to the world as a consummate coward and a dastardly poltroon. Of the Billingsgate of Dr. Campbell's card, the undersigned can take no notice. As regards his assertions with the certificates Dr. Lindoe begs leave to call the public attention to the facts published in Dr. Luzenberg's card. The gentlemen of talents and standing who witnessed the operation, and certified to the subscribed statement, as Dr. Labatut, De Valetti, Beugnot, Easton, Wedderman, Simons, etc., are more than willing that this

question of individual veracity, as well as professional attainments and skills, should be publicly ascertained. These gentlemen examined the patient previous to the operation, and certainly enjoyed and possessed an advantage over those who visited the case after the operation of cataract was performed. Dr. Lindoe was much surprised at the more than ordinary obtuseness of intellect shown by Dr. Campbell in misunderstanding the words "every respect successful." It is almost useless to inform the public that they had reference to the operation and not to the result. The last certificate appended to Dr. Campbell's card proclaims his meanness of character and destitution of every right principle, and deprives him of expecting a common sympathy, or a common respect from this community. The annexed copy of the note of Dr. Powell shows the relation subsisting between the undersigned and that gentleman. The paltry subterfuge is worthy of Dr. Campbell alone, of resorting to former misunderstanding between gentlemen, in order to shield himself in his own cowardly retreats. In conclusion, Dr. Lindoe begs leave to observe, that no further newspaper communication will be observed by him.

Robert F. Lindoe, M.D.

New Orleans, June 14th, 1838.

Attached to the above is the following:

Dr. Lindoe,

Sir:—Agreeably to your request, I beg to state that the difficulty which existed between us, was amicably and honorably arranged some time since. I am, Sir

Your obedient servant:—

Alexander Powell.

Bearer, Thos. B. Bond, Esq.

New Orleans, June 14th, 1838.

The reluctance which impelled Dr. Campbell to refuse to meet Dr. Luzenberg on the field of honor, was evidently not shared by Dr. McFarlane, a prominent physician of the time. In the same issue of the newspaper appeared an advertisement in which the following reviling challenge to a duel is given:

If the contemptible puppy, Charles A. Luzenberg, who has long humbugged the community with false ideas of his courage but who has always succeeded in shuffling off his responsibility upon third persons, is at all anxious to enjoy the privilege of a shot he can obtain one by applying to:—

J. S. McFarlane,

Corner Poydras and Circus Sts.

N.B. No substitutes admitted.

Such a public affront could only be wiped out by the shedding of blood.

In his defense Dr. Luzenberg published the following card in the *Commercial Bulletin* of June 19, 1838:

A CARD

Among all the delicate duties of life, none is more justly painful to the sensitive than the appeal to the Public, in personal matter—through the medium of the Press.—But these considerations lose their proper influence when the personal honor and professional character of an individual are presented, and in the most obnoxious form, to public scrutiny and public scorn. Recognizing the principle—that the character of the citizen is a part of the property of every well organized community, and that the public have a just right to expect explanation whenever the moral or professional character is assailed—the undersigned, not reluctantly, but cheerfully appears before his fellow citizens, to respond to the charges exhibited in the publication of the Physico-Medical Society of New Orleans, printed in the *Bee* and *Bulletin* under date of this day, 14th. of June.

The duty of the undersigned, on the present occasion is more irksome and humiliating to himself, because he feels that he is brought into conflict with the despicable and cowardly; persons, from some of whom he cannot expect the common courtesies of life—and who, had the manhood to shield themselves by their own Resolutions, deny him the actual satisfaction accorded to Gentlemen.

The immediate occasion of the zealous display of the Physico-Medical Society, for the honor of their honorable body, is said to be the publication in some of the prints, of the City, of an operation performed by the undersigned, on the eyes of one of the Seminole Indians, recently quartered at the garrison near the City. That operation was performed at the instance of the Medical Gentleman attending those Indians, and it took place in the presence of several of our most eminent and experienced oculists and surgeons, surrounded by several respectable citizens.

The operation was deemed by those competent to judge, entirely successful.

A notice (somewhat complimentary perhaps in its terms), was published in one of the papers of the City, by a gentleman who happened to hear of the operation. The undersigned had no knowledge of the intention of any individual to take any public notice of the transaction—though he had, himself, made notes of the case for his own



future reference; and the first intimation he afterwards had on the subject was the publication in question. He dismissed the subject from his mind, until about the period of the departure of the Indians, when he heard it intimated that some busybodies, of whose names, even, he was at the moment ignorant; had circulated rumors of the want of success, or absence of ordinary skill in his performance; and it was further intimated that some physicians of this City had visited the patient, and wholly condemned the operation. Feeling a just sensibility on the subject and doubting the truth even of the alleged examination of the medical visitors, the undersigned applied to the only proper source for information on the subject and received replies of the medical gentlemen, who had charge of the patient.

The undersigned had received notification from the proper Office to attend the meeting of the Physico-Medical Society, on the evening of the 19th. ultimo, but, having quite forgotten that he was a member of that body, not having been notified of any of its meetings for the last six years, and having noticed a pamphlet emanating from themselves during the present year, professing to give a list of its members, in which his name does not appear, but tendered his resignation, which, it seems, on Motion of Dr. Hunt, was not accepted.

A further resolution moved by Dr. Hunt, reflecting, as the undersigned supposed, upon his moral and professional character, he immediately demanded personal satisfaction of Dr. Hunt.

At the succeeding meeting of the Society on the 23rd. inst., the undersigned addressed to the President a communication showing what agency the undersigned had in the offensive publication in the *True American* of the 17th. of April.

An attentive perusal of these documents will satisfy a discerning community that it is the singular fortune of the undersigned to be pursued by what one of their own number appropriately described as—"pack of blood hounds."

It forms no part of the ambition of the undersigned "to put his foot upon their necks" though "Tray, Blanche and Sweetheart, and all the little dogs" should bark at him. His ambition aspires to the consideration of the virtuous and the intelligent; and to them, friends and foes, far and near, he boldly appeals and invokes their severest scrutiny and sternest judgment upon those transactions which have aroused the honest indignation of the Physico-Medical Society of New Orleans.

It is not the purpose of the undersigned to recriminate, for it is shown that even by the Physico-Medical Society, the name of the undersigned is deemed respectable! Proud of his profession would he fail, if he could in any wise reciprocate that passing compliment. The public will judge of the purity of the motives and the chivalrous bearing of some of the honorable members of the Physico-Medical Society, who would appoint a committee to investigate matters so grave as those referred to in the preamble and resolution, and that the same committee, at the same meeting, and within the very hour of their appointment, should present a report without giving the slightest notice of the subject of their investigation, to the individual upon whose conduct and character they were sitting in judgment. No sensible man can doubt that the business of the evening had been duly prepared before the meeting of the Society. The parts of the performers had been duly assigned; and the automaton that pronounced the prologue, is delivered in the very succeeding scene, of the epilogue. The communications of the respectable gentlemen of the army, show that it was quite impossible for this honorable committee of the Physico-Medical Society to ever have visited the patient in question, but clandestinely, and, of course, disgraceful. The undersigned, charged G. W. Campbell, the only individual on the committee whom, for the moment, and for the occasion, he could regard as unexceptionable, with having detailed to the Society a tissue of falsehoods, which he has admitted as at a succeeding meeting of the Society, he declared he never had visited the patient in question, though he had solemnly stated otherwise in his report read a few minutes after his appointment in which he professed to detail conversations of the Indian, had with himself.

Of the motives of this Society in thus assailing the character of the undersigned, the Public must now judge. Their own published statement, and the reply furnished the only means of determining. The public ought however, to understand the position in which the undersigned occupies with regard to certain leading members of the Society—their “Magnus Apollo”—Dr. Mackie, by a series of paltry contrivances, abusing the confidence of the undersigned, procured his endorsement on his paper, and thus relieved him of between seven and eight thousand dollars!—for which confessed judgments stand recorded against him, and which remain unpaid to this day.

Dr. Hunt, who so justly characterized his associates as a “pack of blood hounds,” after professing his most friendly feelings for the undersigned, had the honor of be-

ing the first and most fierce in procuring the adoption of the proceedings of the Society, as published.

Of the other junior members, it does not become the undersigned to say more than, that several of them had been his pupils—have participated largely in the counsels of his office, and in the hospitalities of his house.

The published notices of yesterday, in the newspapers of this city, furnished another beautiful illustration of the consistency of the strict professional honor of the Physico-Medical Society.

They are shocked, as they profess that any communications respecting medical men, or medical matters should be made known "through any other media than the Medical Journals, they being accessible only to the Medical Philosopher,"—and yet their first appeal is through the channel of the newspapers!

Since writing the foregoing the attention of the undersigned has been called to the fact, that in the proceedings published, it is stated that the proceedings passed unanimously; when it was a fact known to the Secretary, that there were a number present who did not vote at all, and another voting in the negative. What then can be thought of the integrity of that man, who dares to record a deliberate statement as a fact, which he knew to be false?—

The undersigned feels sensibly the objections which may be taken to the form and length of this Card; but the position in which he had been placed—especially as the Secretary had not presented their specifications—seems to leave him no other alternative than to publish all the facts, though at a hazard of tasking the patience of the public—a single spark from the torch of the incendiary, it is known, may envelope a city in flames, and requires the combined energies of the mass of the citizens to arrest the progress of flames kindled by one monster.

Charles A. Luzenberg, M.D.

June 14, 1838.

Appended to the above communication is the following aftermath of Luzenberg's cartel to Dr. Campbell;—or the challenge by Dr. McFarlane:

Since the above was sent to the printing office, some person unknown to me, made affidavit before the Recorder of the First Municipality, that I was to fight a duel with Dr. Campbell, this day; and, at three o'clock, I was arrested



and obliged to give bond in the sum of Five Thousand Dollars, to keep the peace, with my friend G. B. Duncan, Esq., as my security.

C. A. L.

It is most unfortunate that today, it is impossible to find out whether this scheme was concocted by friends of Dr. Campbell, or of Dr. Luzenberg. In those days when all disputes were settled, and insults were avenged, on the field of honor, such a subterfuge was occasionally resorted to to avert the shedding of blood.

Dr. Luzenberg sustained his contention of the falsity of the statement that the operation for cataract had been unsuccessful, by the certificates of many physicians who had witnessed the operation and therein vouched its successful termination. Evidence was also submitted by him in denial of the statement made by the Committee of the Physico-Medical Society, that they had visited the barracks and examined the Indian squaw. He also categorically denied that he wrote the article in question, or that he knew of its content before he read it in the newspaper.

The following testimonial appended to the "Card" published in the *Commercial Bulletin*, by Dr. Luzenberg, merits reproduction:

New Orleans, May 30th, 1838.

We, the undersigned Physicians, practicing in the city of New Orleans, visited the Seminole female operated upon by Dr. Luzenberg, of this city, on or about the 5th. of April last.

On examination of the Patient, we recognized the presence of complete congenital cataract in both eyes.

We also witnessed the performance of the operation for the relief of blindness produced by an opaque condition of the lenses of both eyes, and we unhesitatingly declare that the operation performed by Dr. Luzenberg was, in every respect successful.

We have seen the patient since the operation, and noticed that, by the process of absorption, the right eye was nearly free from any obstacle to vision. The left was laboring under inflammation, yet absorption of the broken lens was evidently going on.

We consider that vision in the right eye was enjoyed by the patient to as great an extent as possible to be afforded, without the aid of cataract glasses.

Robert F. Lindoe, M.D.

R. B. Easton, M.D.

Edmund Wiedemann, M.D.

Dr. James Simons, Directing Physician, Seminole Emigration, addressed a letter to Dr. Luzenberg on May 20, 1838, in which he stated that "the method,—the cataract being considered soft,—adopted for the relief of the malady, was couching with Dupuytren's needle." He wrote that the operation on both eyes was successful, notwithstanding many difficulties, and that both eyes were successively operated upon. He observed that, "subsequent to the couching, inflammation to a high degree developed itself in both eyes. The usual remedies were had recourse to for the relief of the inflammation, but from the utter impossibility of confining the patient to diet, etc., opacity of the cornea of the left eye resulted; the right eye, however, was three days since, entirely free from all inflammation, and with the exception of an exceedingly small portion of the capsule of the lens, floating in the posterior chamber, in as satisfactory condition, as it is possible to place, or wish the organ to present after the operation for cataract." He also asserted that "she enjoys vision without the aid of cataract glasses to so great a degree as it is possible."

Dr. Simons resented the examination of the patient by the Committee appointed by the Physio-Medical Society for the purpose of reporting on the condition of the patient, without his knowledge or consent, in the following words:

I consider their conduct in this matter as ungenerous, uncalled for and unprofessional. I was the physician in whose charge the patient was placed, and I should have been consulted, or apprised of a desire on the part of any medical gentlemen to visit my patient. This was not done, but clandestinely effected by the Committee. I never authorized any person, or persons to examine my patients, unless in my presence.

Dr. Thomas Lee, United States Assistant Surgeon, in his report to Dr. Hawkins, Surgeon, United States Army, wrote that he found "the left eye, entirely void of sight, the cornea being perfectly opaque, the internal structure of the eye could not be seen. As to the right eye, the cataract is about half ab-

sorbed, looks well, and I think, in time, would be entirely restored by the absorption going on." He also asserted that the Seminole woman spoke English fluently.

Dr. Lee and Captain C. W. Allen of the Fourth Infantry, Commanding Officer of the Barracks, declared: "That at no time did they show or give permission to any person, or cause any person whatsoever to see the Indian squaw."

In order to sustain his claim that he did not write, or sanction the publication of the notorious article, "Sight Given to the Born Blind", Dr. Luzenberg appended to his brief the following communications from John Gibson, Editor, his alleged puffer, and from Charles J. Fisher, Sub-Editor, of the *True American*:

New Orleans 6th. June, 1838.

To Dr. C. A. Luzenberg:—

In reply to your query, allow me to state that the account of the operation for cataract, upon the Indian woman at the Barracks, was written by my instruction, by a gentleman, in my employ; the technicalities, were partly furnished by myself and partly by Dr. Lindoe, whom I understand was present at the operation, the reason why I took an interest in the operation is simple. I spent a part of last summer at Pass Christian, was intimate with Lieutenant Reynolds, one of the emigrating agents, and spent very much of my time in the Indian Camp. When another party arrived very naturally I frequently visited the barracks where they were stationed, and then and there learned that the operation was to be performed upon the woman, and received an invitation to witness the interesting sight.

With you I never had any communication on the subject, except the morning after the operation, when on my way to the races I met you and inquired how the operation had succeeded? The information you gave was quite scanty, and to furnishing the article I published, or furnishing any of the material facts, you did not, nor would you have known it, until you saw it in my paper.

The information as to the operation, I repeat, I obtained from Dr. Lindoe, and the other facts from Lieut. Wharton, and other persons at the barracks.

Respectfully, Your obedient servant:—

(Sgd). John Gibson.

P.S. As to the information going to the North,—(its publication in the *National Intelligencer*, Washington, D.C.,)—it is a matter of course, to furnish all our exchange correspondents every morning with slips, containing all editorial matter, ship news, markets, etc., by express mail.

J. G.



The individual alluded to as the author of the article was Charles J. Fisher, Sub-Editor of the *True American*. He wrote the following letter expressing his regret for having caused embarrassment to Dr. Luzenberg, and also claiming authorship of the article, "Sight Given to the Born Blind":

6th. June, 1838.

To Dr. Luzenberg:—

Dear Sir:—It is with great pain I learn that my injudicious though well-meant enthusiasm, had subjected you to personal annoyance and illiberal feeling, to me unknown, and has made the best of feeling subserve the worst of purpose. I know little of the existing difficulties, but enough to learn that your operation on the Seminole female for congenital cataract, which appeared in the *True American*, about the middle of April is said to have come from you, or to have been written at your suggestion. Such an imputation is alike ungenerous and untrue. The article in question, was written by me at Mr. Gibson's request,—the particulars of the case were gathered from conversations with Dr. Lindoe, Dr. Simons, Lieut. Wharton, and persons connected with Indians. So interested was I in the subject, that I certainly should have accepted the invitation of the Officers and yourself to witness the operation, had I not been obliged to attend the races on that day. On learning the termination of the matter, when Mr. Gibson and I met you on the way of the course, I was filled with a train of reflections springing from feelings more than science, based upon the peculiarities of the parties more than on the skill of the operator—for which one I was well acquainted, and of the other partially ignorant though strongly impressed. On the day following I wrote, as I felt enthusiasm supplying the place of knowledge. I spoke more of surgery than of the surgeons—less on the operation than of its effects upon the sufferer, in short, as anyone would, who felt the beauty of science without being a practitioner. Some interesting conversations with Dr. Lindoe and Simons at various times upon this subject had furnished my memory with certain technical expressions, which I used simply to make my account more easily understood but fearing an error in terms. I applied to Mr. Shaw, the apothecary, who went with me to the opposite book store to consult some professional works I wanted, one of which books, I remember, was "Cooper's Medicine", or "Surgical Dictionary". From these learned works and medical gentlemen, I readily picked up those grave technicals which alone could have suggested the idea, that the article, came from a professional man; an idea which naturally inclines one to think more of a

little industry, and less of erudition, if it can be led astray by such flimsy appearance.

If this simple explanation be of any service in removing false impressions, it is much at your service and with this summary:—

I wrote the article in question by Mr. Gibson's desire, from my own unbiased feelings, and beyond a brief invitation to witness the operation, and a simple announcement of its termination, without a word in conversation or communication, directly or indirectly, passing between us.

With sincere regrets at being the unconscious cause of annoyance to you, believe me

Most truly and respectfully yours:—

Chas. J. Fisher.

This polemic, replete with criminations and recriminations, through the medium of the press, in its editorial and news columns, as well as in the advertisement section, came to a close with the following paid announcement, inserted in the *Commercial Bulletin* of June 21, 1838, by Dr. Mackie, an erstwhile friend of Dr. Luzenberg:

To the Public:—

It is not without surprise that I found myself honored by Dr. Charles A. Luzenberg, in his card of Friday last. My name has not appeared to any of the manifestoes of the Physico-Medical Society, denunciatory of Dr. Luzenberg. I had not been the leader nor a prominent promoter of any of the measures taken by the Society to purge its list of a degraded name. It is most true that, as a member of the Society, I had to pass upon the charge laid before the Society against him, and that I did consistently approve and unite in the vote for his expulsion.

Placed under the ban of the Medical fraternity, he heedlessly deals out his execrations against all, even those who have had the least personal participation in his sentence. I appear before the public therefore at present simply in self-defense, and, I may truly add, with infinite reluctance. I should be loath to add one ounce of that weight of censure under which he labors. I understand too well the artful cry of persecution, so often raised by those utterly derelict, and I know how apt is the abused sympathy of the world under such circumstances, to consider, in the weakness of the moment, an audacious miscreant, a persecuted saint.

After demolishing the resolution of the Society, and discrediting the body as a tribunal to sit in judgment of him—Dr. Luzenberg turned to me, whom he is pleased to term their “Magnus Apollo”. Did I deem this a fit time to presume on the public interest in so trivial a concern, I would, for his sake, assume the character he assigns me; I would play Apollo, and he should be Marsyas. If Dr. Luzenberg has not forgotten some of the Latin of Dr. \*\*\*\*\* [Mackie], which he passed off as his own, on the occasion of the commencement of the Medical College, he will recollect that Apollo, once took a vainglorious satire, and flaying him, exposed him in that predicament to the curious spectator.

His meanness, in dragging before the public a matter purely individual, relating only to dollars and cents, and wholly irrelevant to the question at issue between himself and the Society, is justly abhorrent to every generous mind, and may safely be left to scorn of all honorable men. It implies a littleness of nature—a sordidness of soul inherent only in the vulgar and malignant. He seems to think that an obligation of a pecuniary nature should have fettered my action and tied my tongue—that I should have sat “automaton-like” at the solemn scrutiny of his colleagues and voted for him right or wrong. He thinks moreover, to distract the public mind by making out a separate issue with me—with the miserable vanity of showing, that though he may be an independent quack, he is a very substantial creditor—but I spare the public any further exposure than is needful to me in defense of myself.

He alleges that I am indebted to him for certain endorsements made by him, on my notes, which I have suffered him to pay for me. That this is altogether true, I admit; but what decree of crime is implied in this simple admission—let those decide—the immaculate—who have laid unscathed by disappointments and misfortune. That these endorsements for me were the evidence of a friendship then felt on his part for me, I admit. But am I a monster of ingratitude, or treachery, because I could not save him from the loss he incurred!—I invoke the candid judgment of an enlightened public, how innocently, when hopes are nipped and half executed plans wither away, in spite of zeal and industry—how innocently it daily happens that a man of honor is, by adverse circumstances rendered unable to discharge his pecuniary obligation! That I used any unworthy means to procure his endorsement, or to throw the performance of my own obligations on him, is most untrue. Dr. Luzenberg endorsed for me at a time, when he was as well acquainted as myself, with the smallest particulars of my situation, and when he knew as perfectly as myself, the extent of my debts and the nature of my means. He knew the precariousness



of my prospects. He volunteered to come to my relief knowing the risk he assumed and trusting to the renewal of his endorsements by the Banks, whenever I should be unable to meet one of the notes. I can most sincerely say, that I felt to the bottom of my heart, the obligation he imposed on me; and with a pain—not less than despair—did I see myself reduced to suffer the sacrifice on his part. I must, however, state, that it gradually became manifest that my Creditor thought himself entitled to exact from me, on all those occasions in which divisions of opinion occurred between himself and his brother physicians, especially in the board of the Medical College, a supple conformity to his opinions and an abstract readiness to second all his caprices. That he found me intractable in this respect; that I still held firm my birthright of free thought and independent action, was, I know full well, the first source of his alienation from me. At last, he withdrew his kindly feeling entirely, and from my Creditor, became my bitterest enemy! Facts will show this:—He determined to sue me. I would cheerfully have confessed at the first minute, the judgment of which he boasts, but he wished to put a stigma on me also; and there was no way to gratify his hostility so attractive to his barbarous mind, as an arrest and imprisonment of his debtor! There was but one Court in Louisiana, in which it was permitted to arrest a resident Debtor, without oath that he was about to depart the State—that was the United States Court. But, into this Court, nobody imagined that Dr. Luzenberg,—who had long passed himself off as an American citizen,—could enter in order to sue a citizen! Yet, enter it he did, proclaiming himself as alien, a subject of the Emperor of Austria! Enter it he did, for the purpose of borrowing from its arsenal of pains and penalties, a happy instrument for my misery. He makes an affidavit for a writ of arrest; and now, exulting, he goes on his rounds with a sweet reflection—he had mortified me. That my credit and my honor could not thus be blighted, was certain to my mind. Accordingly, I instantly found bail in my excellent friend Dr. Campbell; and my persecutor was thwarted.

I could scarcely credit the language of the petition which was handed me, when I read:—"That your petitioner, further alleges that he is a subject of the Emperor of Austria, and accordingly an alien to the Government of the United States of America." I knew that at this very time, he was holding two public offices of high responsibility,—that of Administrator of the Charity Hospital, and that of Member of the Medical Board of Louisiana:—To fill either of which, I deemed it essential that he should be a citizen of Louisiana.

I did not positively know of his ever voting at the polls, but I know that he had attempted to control elections,

and once proposed by my venerable friend Dr. David C. Ker, that consulting their mutual convenience, without injury to the opposite parties to which they belonged, they should both abstain from going to the polls and voting—a proposition which was agreed to and carried into effect—a proposition which present information clearly shows, was a fraud upon Dr. Ker. From himself I have always derived the impression that he was an American citizen. Having also good reason to believe that he had traveled through Europe in the character of an American Citizen, I sent a communication to Washington to ascertain the fact, and learned that on the 13th. of June, 1832, Dr. Luzenberg obtained at the State Department a passport for himself as a Citizen of the United States, and for his family. Proof of this is in my possession, as well as on the file of the United States Circuit of the Eastern District of Louisiana. There exists no written application from him for his passport, on the files of the Department; so that we cannot know how solemnly he asseverated his citizenship; but it is known to be usage, not to grant passports at Washington—even when there is no cause of suspicion—on the single declaration of the applicant without proof. Mr. Forsyth, the present Secretary of State, told my counsel, that the declaration of the applicant was considered tantamount to his own oath. It seems therefore, beyond question, that whether he took the oath or not, to say the least of it, he has practiced on the General Government a fraud, and that his conduct in this matter is stamped with moral turpitude of the deepest dye. Shall we wonder most at the mendacity which emboldens him thus to assume the character of an American, or at the recreancy with which he, three years after, renounced the same character with the view to crush an old friend? Shall we admire this Dousterswivel most—in his character traveling through Europe with the sacred mantle of the young Democracy which gives and exacts honor and homage—which shields from espionage and secures from insult? (Especially would such passport be invaluable to the subjects of Austria, who are the mere “footballs” save Prince Puckler Moskau, one of their own police in Germany and Lombardy, and of their consuls in every foreign port), are of the same Dousterswivel returned to America, whose protection he insolently usurped, and which protection he now meanly disavows for the purpose of oppressing one of the native born citizens.

Let it not be forgotten that after the allegation of his being an alien, thus made in a Court of the United States, he still permitted himself to be renominated by the Governor of Louisiana for the office which he held wrongfully and

illegally. The Senate rejected him with unanimous indignation, however; and gave him a bitter lesson of consistency.

I understand that he has since taken measures in the United States Court in New Orleans, to have himself naturalized in an unquestionable manner, and I have to procure a copy of his Act of Naturalization. In this Act it is cited that "Said Charles A. Luzenberg has borne an hereditary title, or been of any of the orders of nobility in the said Empire of Austria, but having explicitly renounced the same, etc."

Thus the world has been merrily quizzed—our Dusterswivel is of the nobility German. I had known that many regarded him as a person of modest origin, toiling up to eminence,—some thought he was emulating the great Sir Richard Arkwright, who from the profession of a barber, attained the highest excellence in philosophy and the arts, and, by the invention of the power-loom, conferred invaluable benefit on the human race.

Far from it:—He is noble, a Knight-Templar, an Austrian Baron, who has condescended to the lancet!

But I will not detain the public longer with this man—others have exposed his shallow conceit, his downright illiteracy—his vulgar humbuggery,—his self-puffing and his well-understood habit of keeping a base-band of venal parasites. In fact the man is a living lie. His whole life has been a web of false pretences—he has clad himself in deception. It is impossible that a man whose acquaintance is large and whose practice is extensive, should, after so many years of residence in a city such as New Orleans is, have so few respectable friends, unless the hollowness and falsehood of his character, were a thing well understood and admitted.

J. Monroe Mackie, M.D.

St. Charles St.

The following day, in the same newspaper, Greer B. Duncan, Dr. Luzenberg's attorney, answered Dr. Mackie. He made the statement that at the request of many friends of his client, he reluctantly yielded to "introduce his name to the notice of the public in connection with the controversy between the Physico-Medical Society and Dr. Luzenberg". He said that Dr. Luzenberg was under the impression that he was a citizen of the United States, "from the point that he had arrived in this country when very young, and too that his father had since been naturalized. As the father was made a citizen after the son had achieved his



twenty-first birthday, he was informed that he was not a citizen under the Law". Thereupon Dr. Luzenberg said that he "visited Washington, with a letter to Mr. Edward Livingston, (then Secretary of State), and, in the course of conversation, he informed Mr. Livingston that he was on his way to Europe; and Mr. Livingston himself sent to the proper office for his passport without any further inquiries."

In making this statement, Mr. Duncan wrote:—

I feel called upon to an act of justice to Dr. Luzenberg—and which, at the same time, ought to be gratifying to Dr. Mackie, to know he has done injustice in entertaining the impression that Dr. Luzenberg had any desire to influence his conduct in the Society, by reviving a recollection of the pecuniary obligations between them. I therefore add that as soon as Dr. Luzenberg was informed that proceedings were instituted against him by the Physico-Medical Society, he called on me, to inform me of the fact, and that Dr. Mackie, was a member, and if I was taking any measures against him, he—Dr. Luzenberg,—desired that they might be stopped until the proceedings were at an end. I informed Dr. Luzenberg that I appreciated the motives of sensitive delicacy which influenced him, but while the case was in my hands, I could not be influenced in my conduct in the matter by motives entirely personal, but he might if he chose, relieve me from the further charge of a case which had produced nothing but vexatious annoyance.

Dr. J. Monroe Mackie was the Secretary, and one of the Founders, as well as the first Professor of the Theory and Practice of Medicine, of the Medical College of Louisiana, now Tulane University. During 1838-1839, he held the chair of *Materia Medica* and Therapeutics. In 1839, he resigned from the Faculty. It may be surmised that Dr. Mackie relinquished his Professorship because of the repercussion which resulted from this unfavorable publicity.

The Physico-Medical Society published a most unique and extraordinary pamphlet of thirty-two pages, an exposé of the transaction of that body relative to the trial and expulsion of Dr. Luzenberg. It includes the arguments, the testimony and the reasons which actuated that most drastic decision. This document is of great historical importance, for without doubt it is unmatched in the annals of medicine. The Luzenberg trial and expulsion is the *cause célèbre* of medical ethics.

Evidently it was the intention of the Society not only to discredit Dr. Luzenberg locally, but universally, for the brochure was not only distributed among the local profession, but was mailed to all the Medical Societies, not only in this country, but of Europe. It was entitled: *Proceedings of the Physico-Medical Society of New Orleans in Relation to the Trial and Expulsion of Charles A. Luzenberg, (With Comments on the Same)*. Published by Order of the Society:—New Orleans, 1838. The complete text of this pamphlet is reprinted as an appendix to this article, for purposes of reference.

John Gibson, Editor of the *True American*,—the alleged paid "puffer" of Dr. Luzenberg, was the nearest approach to a yellow journalist as was possible in those days. He was the stormy petrel of journalism in New Orleans at that time. He wielded a vitriolic pen on all occasions, whether his tirades were provoked or unprovoked. Gibson was small in stature and very wiry, and he was always audacious, pugnacious, rude, overbearing, abusive, insolent and unscrupulous. He was constantly in trouble, which he glorified and boasted about. Many were his challenges to duels, but invariably they were not accepted, because Gentlemen of the time would not debase themselves by crossing swords, or exchanging pistol shots, with an opponent whom they considered vile; so, instead of having his insults avenged on the field of honor, he was frequently caned on the streets and in public places.

The *Picayune* of March 24, 1838, states that the objections to John Gibson, candidate for Recorder for the city of New Orleans, are "the passionate temper and strong prejudices which it is alleged he possesses." The result of that election evidences the lack of popularity and the want of confidence placed in him by the electorate, for out of a total of 199 votes cast, he received only 12. It may be apropos to state that Dr. McFarlane was also an unsuccessful candidate for the same office, receiving 128 votes.

The following scurrilous editorial in the *True American* of July 21, 1838, is an exemplification of the style of John Gibson, who had for his motto, "Faithful and Bold":

The Fudgico-Medico once more—The anonymous pamphlet of these most veritable gentlemen takes great pains to falsify the account of the operation as given by us in the

17th. April, but, being unable to disturb the main facts, bestows all its sophistry on a silly attack on minor details, and descriptive matter, which none but a fool of a Physician would question. Whatever the poor pettifogger is, who is hired to mould the rubbish into form, he has been so sadly put to it for materials that he has filled page on page, and procured formal certificates to establish the astounding fact, that the Seminole tongue is not pure English, and has wasted a vast quantity of rhetoric to prove that the squaw was not brought up in the wilds of Florida, by showing that two of her 34 years were passed in one of the little towns.

Mirabile dictu! He thinks to identify Dr. Luzenberg with the writer of this article, because he sends vouchers that prove his important assertions true! And he must necessarily be that writer himself because he proclaims the report of the Committee "a tissue of falsehoods". Such logical reasonings fitly emanate from the enlarged capacity of one accustomed to sue for milk scored in a Parish Court, but happily, can deceive no one but himself. The document called "Freedman's Certificate" is enough to stamp the pamphlet as a mass of unmingled falsehood. It is purposely made to appear that the boy, who signed it, is still in the employment of Mr. Shaw, from whose lips he pretends to have heard words which that gentleman not only denies as published by him in the Bulletin of the 18th. instant, but which Dr. Mackie was aware totally false before they were put into print! But Freeman is not in Mr. Shaw's employ, nor was he, when he signed this certificate which another dictated. Why he was tempted to leave his store, by whom, and for what purpose, a man of sense can give a shrewd guess. Would any but the most hackneyed in malice, resort to measures so utterly beneath contempt. Yet the imbecile attempts of such men as the leaders of this conspiracy to injure one so esteemed, and trusted by all but themselves are scarcely fit subjects for anger, since to see poor silly frogs spitting out their harmless froth, and vainly fancying too potent to kill as the venom of toads, has ever been a thing for children to laugh at.

The Spanish sage had no more reason to exclaim, "save me from my friends", than have the members of the Physico-Medico Society, in relation to their hired scribe, the pamphlet writer.—Without thinking how hard he is treading on their toes, this friendly scribe asserts that publishing surgical cases to newspapers is "a practice pursued only by quacks and nostrum mongers;" which well weighed opinion of course passed under the eyes of the worthy chairman of the publishing committee, and how must he have



winned when he read it, for never were the withers of a gallant jade more cruelly wrong. This worthy chairman—publisher,—be it known, is the sole and individual scribbler of more puffs published by us, than all the members of the faculty put together, save only one, and when his lucubrations, become too numerous, became too numerous and too prosy, he even paid,—no, we beg his pardon, he did not pay, he never does pay,—but he offered to pay for their insertion. It is true, these glorifications were all on operations performed by the very man he now attempts to villify, for also, the worthy “Magnus Apollo” (Mackie), had no successful cases of his own to puff. But, however, this candid and sincere M.D. may now depreciate newspaper puffings, as the practice of quacks and nostrum mongers, he once thought it, not only a suitable means of making known a surgeon’s skill, but a capital method of flattering a careful father into consent to marry his rich daughter, . . . ahem! No penny a liner could be more indefatigable in newspaper paragraphs, when they serve his interest, and he has written more of them than any, save only the Boabdil of his tribe, whose puffs have hitherto rivalled those of a high pressure boat. Newspaper puffing, why the whole of the Physico-Medical Clubs are a regular set of puffers! Who was it, when he arrived penniless in Louisiana, gladly accepted the situation of “Leech” to a plantation of negroes at Terre-aux-Boeufs, and who, when the Cholera broke out in 1832, puffed himself in the newspapers by his wonderful success in treating this disease? Was it the recent mover of this grave resolution “That it is immoral, ungentlemanly and empirical” to suffer praise in a journal to go uncontradicted? If so, is he not, agreeable to the pamphlet doctrines, a quack and a nostrum monger? We believe, however, that he did not puff his three weeks labor as House Surgeon of the Charity Hospital,—silence is sometimes wiser than words!—We have not yet heard that he has “put his foot on the neck of these blood hounds” according to promise!—Has he forgotten the threat,—or have the unmannered dogs taught him not to bark so loudly, until he knows he could bite?—Who was it who so loudly puffed in all the papers, an operation performed upon the negro Nelson, for hypertrophy of the scrotum? And not content with paragraphs, used pictures, too to puff his wonderful work? Was it not the great Recording Secretary of the profound Society? If so, is not he—agreeably to the dogmas of the pamphlet writer and the publishing committee—a quack and a nostrum monger? Surely the rules must work alike for both sides. If the worthy surgeon, whose solemn certificate so clearly proves that the English word “Pale Face” is not to be found in the Seminole dictionary was by “pure accident” puffed in the papers from his own purse the daily marked

money of the Charity Hospital, and thus, like a sturdy Atlas, bearing the huge establishment upon his shoulders, a quack and nostrum monger? Is another member of the publishing committee, also among quacks, because though he puffs no great medical cure (for a very sufficient reason), yet, when it comes to puffing a new theater to profit his neighboring lots, works like a locomotive? The first puff of this breeze sent runaway Palmer flying, but the list of medical puffers could stretch so far as "Banquo's issue" should we show them all. But enough has been said of them, and their dirty deeds. The pamphlet says Dr. Luzenberg's card "is stamped throughout with malice, falsehoods, low cunning, hypocrisy and calumny"—but we feel assured enough has been already shown to prove that the sting of epithets is more characteristic of the Society itself. It evinced its "malice" by rejecting the resolution to receive Dr. Luzenberg's resignation, not being content without, at least, trying to ruin him. Its "falsehood", in the sneaking, spying visit to the squaw at the Barracks. Its glaring "hypocrisy", in affecting a wish to judge the matter fairly, yet taking no steps until the patient was removed far away; and, its "calumny" the disgusting array of picked-up tales, and irrelevant twaddle, would disgrace any other set of old women at their privileged employ of tea-table scandal.

The animosities and the scandal which were aroused by the expulsion of Dr. Luzenberg, rocked the very foundation of the Physico-Medical Society, and soon resulted in its debacle! During the year 1838 it was disbanded. It had been incorporated by the State Legislature in 1820, and enjoyed a continuous existence up to that time. In 1844 it was reorganized, from which time to the outbreak of the Civil War it was the forum of many learned discussions on important medical topics.

"We are much pleased to find that several respectable members of the Profession sent in their resignation to the Physico-Medical Society immediately on the appearance of the pamphlets", gleefully wrote Gibson in one of his editorials. He bellicosely declared that

If any one thing more than others could place the stamp of reprobation on the proceedings it is this:—These gentlemen feel in common with the public at large that the Society has done its utmost to disgrace the profession, and have therefore promptly withdrawn. This example should be followed until the clique are left alone in their odium.

As Gibson could not resist the temptation of taking a parting shot at the members of the Physico-Medical Society, this sardonic attack on Dr. Warren Stone was published in his newspaper one month later:

Will the "Fudgico-Medico" Society resolve unanimously that Dr. Stone—one of their sage body,—is guilty of conduct immoral, ungentlemanly and empirical; if he does not forthwith challenge the Editor of the Louisiana Advertiser, for having asserted that poor Mr. McCarthy who broke his back and foot, is likely to recover under his skilful care? What is sauce for another's gander, is surely sauce for their goose!

Only the strongest and most determined of men could have survived such vituperative accusations, yet Dr. Luzenberg continued to prosper. His reputation was not marred so far as the general public was concerned, and many of his colleagues did not share in the opprobrious arraignments. It caused a schism in the ranks of the local profession. The Physico-Medical Society did not long survive after the expulsion of Dr. Luzenberg from its ranks.

In the spring of 1848, his health failed suddenly. For quite a while the Doctor suffered with symptoms of a cardiac disease which were not severe enough to incapacitate him, but, at the approach of the summer season he was taken with violent pericardial pains, accompanied by frequent and obstinate paroxysms of palpitation and dyspnoea. Only then did his labors cease. With the hope of regaining his health, he made a voyage to the North. He rested for a short while at the Red Sulphur Springs of Virginia. For several weeks he was confined to bed at the Broadway Hotel in Cincinnati, where he died at eleven o'clock, Saturday night, July 15, 1848.

The first inkling of his death in New Orleans was had from the following notice in the *Cincinnati Commercial* of July 17th, which was copied in one of the local newspapers. It said:

Dr. Luzenberg of New Orleans, died at the Broadway Hotel in this city, at about eleven o'clock on Saturday night.

The death of this eminent physician will cast a gloom wherever it is made known, and particularly in the city where in times of pestilence he has been looked upon as almost an only earthly hope. The Doctor has been confined



to his bed for several weeks, and passed from earth quickly, consciously, and prepared, leaving many, although among strangers, to bedew his pillow with tears.

A post mortem examination was had yesterday morning, and his disease was found to be ossification of the heart. His body is to be taken on board the mail this morning, and hence to Madison, where the Western World awaits his arrival to carry it to New Orleans.

The news of his death was received by all classes with the profoundest grief. His remains arrived here on July 27th.

An autopsy was performed in Cincinnati by Doctors A. S. Dandridge and J. S. Shoturl. The protocol read:

Effusion, (chest) 50cc., compressing the right lung. Firm adhesion of lung standing to the diaphragm throughout of the whole base of lung. Left lung healthy. Heart enlarged enormously with dilation of right auricle. Valves all healthy with the exception of the mitral which was obliterated for at least three-fifths of its extent by ossific deposition. No examination of other organs.

The day following the arrival of his remains in New Orleans, the funeral rites were conducted by the Reverend Mr. Preston, of the Annunciation Church, assisted by Reverend William Ozanne, of Christ Church. Interment was in the Protesant (Girod Street) Cemetery.

Participating in the funeral cortege was the Philharmonic Society which attended in a body, singing as they marched most appropriate and solemn music. In conformity with the custom of the time, eulogies were delivered at the grave. Dr. De Valetti, in a voice full of emotion, made his *éloges* in French. Dr. Herman, Sr., with a burst of oratory delivered his panegyric. Dr. Mueller, his Assistant, spoke in German, and, at the close of the eulogium, with a choking voice, said: "Recollect, Germans, the heart, which made him a man, was a German heart!"

Surviving him were his widow, a son, and two daughters.

At the special meeting of the Louisiana Medico-Chirurgical Society, held on the day following the interment, these resolutions were offered by Dr. A. Mercier, and were unanimously adopted:

WHEREAS,—It has pleased Divine Providence to relieve from his sufferings, and remove from an extensive

sphere of usefulness, in the midst of his years, and "with his honors thick upon him", our esteemed and valued President, and

WHEREAS, the awful calamity which carries grief throughout the whole country and has plunged us into profound sorrow, it well becomes us to give expression to the feelings with which we are solemnly impressed, and to unite as a Society, widowed and bereaved, to do all in our power to honor his name and to cherish his memory. Therefore, be it

RESOLVED, That we, the members of the Louisiana Medico-Chirurgical Society, in now performing an act, enjoined by the voice of custom and of reason, find much consolation, while deploring the loss of our lamented President, in our grateful aspirations of praise to departed usefulness. Be it further

RESOLVED, That impartially appreciating his professional and scientific attainments, his manly, noble and aspiring enterprise, his matured experience, and bold, yet prudent wisdom, his high and undeviating principles of honor and integrity in all the various relations of an active and useful life, his untiring charities and unbounded generosity, we regard his decease as a calamity to our Society, of which he was the presiding genius, to the whole profession, of which he was an ornament, and the community at large, of which he was a minister of health and happiness. Be it further

RESOLVED, That as a chasm has been produced by the descent into the tomb, of talent and virtues of high potential import, and nothing now is left us who survive, but to commemorate the deeds, gather up the maxims and profit by the example of so much worth, we hereby nominate our colleague, Dr. Thomas M. Logan, to prepare for publication by the Society such a memoir of our departed President, as, in his judgment, and at his convenience, he may think fit to write. Be it further

RESOLVED, That as a public manifestation of our deep affection and respect for the memory of our departed President, the members of the Society wear crepe on the left arm for the space of six days.

Signed:—J. F. Beugnot,  
Vice-President.

We have to grope through a mass of contradiction in order to intelligently depict his true self, to portray his virtues and to analyze his failings; for "A man's character is the reality of himself, his reputation is the opinion others have formed of him."

His friends proclaimed him a genius, and even his enemies had reluctantly to acknowledge that he was "no ordinary man". His admirer and protégé, Dr. Logan, the author of his memoir, was most profuse in his praises and biased in his admiration. He eulogizes him to such an extent as to conjecture apology. While most lavish in his laudation, he ignored his faults and eccentricities. His enemies disregarded completely his good qualities and were bitter, even more, were frequently unjust in their denunciations.

Today, after the lapse of nearly a century, a more dispassionate analysis can be made of this, the most colorful personality in the annals of the medical history of this country.

Dr. Luzenberg was portrayed by the members of the Physico-Medical Society as "a man of ordinary capacity, very little improved by education and study". He was further branded with "ignorance". They also claimed that, "as a professional man, his pretensions are without bounds, while his merits lie within very narrow limits". They also stated that "he has a little of acuteness of apprehension, but no solidity of judgment!" Finally, they evaluated his surgical skill in the following words:

In surgical operations he frequently exhibits some dexterity in the use of an instrument, but he seldom fails to expose the want of that knowledge which makes dexterity skill, and elevates a mere manipulator into a scientific surgeon. Having been a long time employed in hospitals as a surgeon, he has a boldness of manner which he passes on others, and perhaps even to himself, for that genuine confidence which springs from accurate learning and enlightened experience.

A survey of the intellectual character of Dr. Luzenberg will show that the accusations do not coincide with the facts, because the evidence available today points not to ignorance, but to culture and learning. He was a precocious child. He graduated in medicine with distinction. He was a polyglot, speaking fluently English, French and Italian, as well as Latin. He was well versed in the humanities and natural history. His love of science extended beyond the field of medicine, and withal, he was an accomplished musician. His industry was untiring and his perseverance unceasing.

As to his surgical ability, it must be conceded that he was a skilled and successful operator. The reason for this statement



is based on the following facts. He was appointed, though a mere unknown stranger, as House Surgeon to the Charity Hospital as a result of a skillfully performed operation. His apprenticeship under Physick and Dupuytren, as well as the leading medical lights of Europe, furnished opportunities which he grasped with avidity and great profit. Despite the questionable notoriety he acquired from reports published of his operations in the secular press, it cannot be gainsaid that he performed many surgical feats which would have been credited to but few of the physicians of his time. His ability in that respect must also have been early recognized by his contemporaries, because he was the first to hold the chair of surgery in the Medical College of Louisiana.

Logan claimed that he had "a sure and steady hand, and imperturbable self-possession, and a quick sagacity to seize new indications and employ at the instant the means of fulfilling them." Gross opined that "it is due to him to say that he was probably the most cultivated and learned Physician whom the South has ever had."

It must be acknowledged that he had a keen intellect, an astute mind, unequalled energy, extraordinary executive ability, and withal, that he was a brilliant scholar; which combination of attributes frequently spells Genius. Independence of thought, full sufficiency of belief in his own ability and judgment which verged upon conceit, an ardent and positive nature, were traits in his character which did not engender indifference in his contemporaries. His dominating and compelling personality made for him either bitter and unrelenting enemies or staunch and lasting friends. He would yield assent to the dogmatical teaching which persisted to a lesser extent, in the practice of medicine of his time. He was equally intolerant and censorious of the views of others when in conflict with his own. His animadversions were not only forcible, but frequently tactless. He was a law unto himself.

Dr. Luzenberg should not be judged too harshly, nor should he be condemned under the present-day rule of professional conduct, for there existed then many extenuating circumstances which must be weighed and considered before censure is passed upon him. A hundred years ago, in New Orleans, the practice of medicine from an ethical standpoint, was more or less in a chaotic stage. While physicians then banded together in medical so-

cieties, the organizations were sporadic and short-lived. The profession was not as well organized as it is today. Each Society adopted its code of ethics, which was honored more in the breach than in the observance.

The population of New Orleans was then divided into two component parts, the French and the English speaking peoples. Because of differences of nationality, culture, mannerism, ideals, religion and language, they continually clashed; and the anti-thesis engendered a mutual misunderstanding. It is therefore not astonishing that the City was then a seething cauldron of intolerance, abuse, discrimination and suspicion. It is also true that the same conditions existed in the profession. The Medical Societies of that time were composed either of Creole and French-speaking physicians, or of members of Anglo-Saxon extraction.

Dr. Luzenberg was not only expelled, but it may be said that he was brutally censured by the Physico-Medical Society. His character, his honor, his veracity and his professional conduct and ability were publicly attacked and defiled. No greater insult could have been cast on any man.

In 1838, only thirty Physicians of this City were members of that Society, all but three of whom were English-speaking. This was approximately only one-third of the then registered practitioners. The minutes of that memorable meeting show that only twenty members were present. It is questionable whether the majority of the local profession concurred in that verdict.

Dr. Gross stated that "a hostile clique had gathered around him, which disgusted him with his associates and induced him to devote himself exclusively to the practical duties of his calling." Dr. Luzenberg was convicted by that group of avowed enemies. It cannot be gainsaid that the nature of the publicity he received from the newspapers was unethical and deserved censure, and perhaps justified expulsion from that Society, yet the public insults and vituperation to which he was subjected were, notwithstanding, inexcusable and indefensible.

Dr. Luzenberg could not have complacently accepted those aspersions which tarnished his character and professional reputation, nor could he be censured for having answered his enemies in no uncertain terms, and further resorting to the only means available, in those days to defend his integrity namely satisfaction on the field of honor from those whom he considered had unjustly and unfairly vilified him. Yet he was accused by re-

spectable and distinguished physicians, members of the Physico-Medical Society of having been habitually discourteous, contumacious and insolent towards them, and of having attempted to bully some of its members for the conscientious discharge of their duties towards him.

Logan writes that in consultations "his conduct was regulated by the nicest sense of professional etiquette and the established rule of medical ethics". Yet, his love for publicity and the urge of the limelight made him the most publicized physician of his time. In this respect, he flaunted his disregard for the ethics of his profession and the respect of many of his colleagues. Whether this dereliction of professional conduct can be attributed to his vanity, or was for the purpose of increasing an exceptionally large practice, we cannot conjecture today. Commenting on these traits of character which made his life a martyrdom, Logan wrote:

Abused, calumniated, misrepresented as it was his fate to be, through many a painful year of his existence, he signally exhibited on every occasion, the characteristic of true greatness of mind, an enduring patience with the most vehement detestation of falsehood, and pity for his persecutors. Conscious of the purity of his motives, and of the worthiness of the ends he aimed at, like a fearless apostle of truth, he united in himself a recklessness of wounding the "amour-propre" of others on speculative points, however, it might expose him to shafts of calumny and hatred, with the most respectful consideration and logical deduction. And this it was that constituted his real greatness . . . he had the heroic bravery to do what he thought to be his duty, in spite of all opposition and fearlessly to abide the consequences.

Dr. Luzenberg excelled as an organizer and a builder. The School of Medicine of Tulane University is a monument to his greatness. His erudition, his culture, his vision, his philanthropy and his surgical skill proclaim him no ordinary man. His faults, though many, were only human, and do not detract from the admiration he justly deserves, for it is said that "Great souls are not those who have less passions and more virtue than common souls, but only those who have greater designs".

The advice he gave to Dr. Logan, not to allow himself "to be worried by the jealous machinations of the idle and envious, but to leave the matter to be set aside by time and that resilience which belongs to Truth", gives an interesting glimpse of the philosophy of an exceptional mind.



APPENDIX

*(Reproduction of the Pamphlet published in the Luzenberg Case)*

PROCEEDINGS  
OF THE  
PHYSICO MEDICAL SOCIETY  
OF NEW ORLEANS

In relation to the  
TRIAL AND EXPULSION  
of

CHARLES A. LUZENBERG  
(With comments on the same)

—ooOoo—

Published by Order of the Society:—

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NEW ORLEANS

1838

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On the 15th. June inst. Dr. Luzenberg, with a view to counteract the effect of the above sentence; to bring the Physico Medical Society into general odium; and to enlist the sympathy of the public in his behalf as a wronged and persecuted man, published in the American of this city his card or appeal to the public. That appeal is indeed a most extraordinary production. It is stamped throughout with malice, falsehood, low cunning, hypocrisy and calumny. It is everywhere lavish of personal abuse; and its invectives, revilings and execrations are poured out in the most scurrilous and indecent terms against gentlemen of the strictest integrity and honor. In some instances it invents, in others it suppresses facts; now it grossly misstates, and now artfully perverts. It resorts to every means of misleading public opinion and public feeling; but it exerts itself chiefly in cunning efforts to make up false issues; to direct attention from the charges and evidence on which the expulsion is based, to matters

of personal strife and quarrel, in no way connected with those charges and the people which sustain them.

To turn the public mind to the examination of the real questions involved in the sentence of expulsion; to make known fully the charges against Dr. Luzenberg and the evidence in relation to them; to demonstrate the judgment pronounced in the case by the Physico Medical Society to be just and equitable; to expose the true nature of Dr. Luzenberg's appeal as we have above described it; to bring to light the facts omitted and suppressed in that appeal; to correct the numerous misstatements and perversions of truth to be found in the same paper; to vindicate the conduct of the members of the Society who have been maliciously assailed for the conscientious discharge of their duty, and to exhibit in its true colors the character of C. A. Luzenberg, M.D., who has too long abused the kindness of an honorable, humane and sensible community. This is the task which a sense of duty to ourselves and the public now impels us to perform.

On the 17th. April, 1838, an account of an operation said to have been performed by C. A. Luzenberg, appeared in the editorial column of the "True American":—

"Sight Given to the Born Blind."

This piece, owing to its very singular and romantic details, attracted very general attention, and, as will appear in the sequel, did not escape the vigilant observation of some of the Physicians of this city. On the 19th. May, 1838, it was read to the Society by Dr. Palmer.

After reading it, Doctor Palmer said that he and other medical Gentlemen had carefully examined the case it referred to, and had found that the statements in the American were nearly all false; that the woman had never been afflicted with blindness from congenital cataract; that, on the contrary, she had seen from her birth up to the time of the operation, and that she had even seen so well as to sew garments for herself and her children; to observe birds in the air, etc.; that the operation had not only not proved successful, as had been asserted, but had utterly failed, the woman having been deprived altogether of vision in the left eye, which she had previously enjoyed, and having had the sight of the right eye seriously impaired.

Dr. Palmer further said that he had found no difficulty in conversing with the woman who spoke English clearly enough for all purposes, and who informed him that she had, at one period of her life, resided in Tallahassee.

He concluded by making some remarks against publications of surgical cases in newspapers; after which he offered the following preamble and resolutions:—

“WHEREAS, to establish and to maintain the respectability of the medical profession in New Orleans, and to vindicate its conventional rights; and to protect the public against imposition, are among the chief objects for which the Physico Medical Society has been revived:—

BE IT THEREFORE RESOLVED:—

That a Committee of three be appointed to report on the case of Mary, the Seminole woman described in the *True American* of April 17th., 1838, in an anonymous article under the caption of ‘Sight given to the Born Blind’, and the said Committee be instructed to render a written report on the same and on the influence of the profession of such publications in general.”

A discussion then took place, in which Dr. Snowden confirmed the statement of facts made by Dr. Palmer. During the discussion, a doubt was expressed as to Dr. Luzenberg’s membership, and, consequently, as to his responsibility to the Society; but this doubt was cleared away by the President, who said he had been handed a letter of Dr. Luzenberg as a member of the Society, with a request to present it to the meeting then assembled. The question was then put on Dr. Palmer’s preamble and resolutions and carried in the affirmative. Doctors Palmer, Snowden and Campbell, were appointed a committee to report on the preamble and resolutions.

By referring to this letter printed below, and marked A., it will be seen that Dr. Luzenberg does not pretend to have been ignorant of the fact that he was a member of the Society, although he subsequently set up that pretence in his card, and that he admits impliedly, that he had known of previous meetings of the Society, although he had only received an official summons to attend the meeting of the 19th. May, the date of his letter. The question was then put on the Preamble and Resolutions of Dr. Palmer, and carried in the affirmative; and Drs. Palmer, Snowden



and Campbell were appointed a Committee to report upon the aforesaid Preamble and Resolutions. The Committee withdrew to frame their report and the Society took a recess. A short time after the Committee returned with their report. The Society was called to order; Dr. Palmer read the report to the Society, and the question being put upon the adoption of the same, it was determined affirmatively.

#### REPORT OF THE COMMITTEE.

The undersigned appointed by the Physico Medical Society to report on the case of Mary, the Seminole woman, described in an article which was printed in the *True American*, at New Orleans, on the 17th. day of April, 1838, and which, on the 26th. day of the same month did appear in the *National Intelligencer* at Washington, D.C., in the full and conscientious discharge of the duty assigned to them, respectfully report:—

First, that said Mary has been visited by the undersigned at the United States Military Barracks, near New Orleans, where among other Seminole prisoners, they identified her to be the person designated in the article above-referred to, and therein said to have been "born blind", and that she Speaks the English language with facility, having conversed with the undersigned, to whom she stated that during her childhood she had lived with a white family at Tallahassee.

Second, that the disease, for the removal of which an operation had been attempted, was a simple and incomplete cataract of both eyes, and that this said Mary was not born blind, nor was she ever blind anterior to the operation, having stated clearly and definitively that, up to that period, she could distinguish objects and see to cut out and make her own and the garments of her children; a dress nearly completed, which she said was the work of her own hands, had been examined by the undersigned, who are fully convinced that her sight had been comparatively good up to the time of the operation, and that, on the 5th. of May, the case of the said Mary was visited by a number of other physicians of this city, who agreed fully in opinion with the undersigned, namely, that the operation had proven an entire failure; the left eye being irrecoverably lost, the pupil of which, nearly closed, exhibits through a small aperture, the cataract undestroyed, and the adhesions between the iris and the anterior capsule of the crystalline lens, together with the remaining inflammation in the internal eye, leave no promise of the benefit from any future attempt at an operation; and that the vision of the right eye had been manifestly impaired by the operation.

Your Committee, in the further discharge of their duty, and in justice to the dignity of the Medical Profession, respectfully and conjointly represent, that inasmuch as the Medical Journals, and not the newspapers are the proper media of publication for all cases appertaining to the profession, the former being accessible to the medical philosopher, but to every pretender the latter; and this distinction, by public consent, being established, and inasmuch as newspaper details of cases are detrimental to our science, and are calculated to rob it of public consideration, your committee regret to have seen the respectable name of a regular Physician so often and improperly used by overzealous or misguided friends. That to publish an operation so trivial, and so frequently performed, as the couching of common cataract, and under any circumstances to style it "Proud achievement of surgery," at this advanced period of our science, underrates not only the standard of professional attainment among the physicians of New Orleans, but the intelligence even of its inhabitants. Whether Dr. Luzenberg did write, dictate or has been, in any manner accessory to the publication of the many newspaper cases in which his name has from time to time appeared, your Committee do not assume the right to decide. But, inasmuch as it was an imperative duty, which he owed to the profession of which he is a regular member, to discountenance the abuse of his name, and thereby undeceive the public; any future declaration of his ignorance of their source, or that such pieces have been published without his sanction, cannot, in the opinion of your Committee, exculpate him from the charge of unprofessional deportment.

(Signed) :— EUGENE PALMER,

G. W. CAMPBELL,

C. F. SNOWDEN.

Committee.

Dr. Hunt then called for the reading of Dr. Luzenberg's letter of resignation. The letter having been read, Dr. Hunt offered the following resolutions, which were adopted by the Society: —

**RESOLVED:—**

That the report be considered as containing charges and accusations against the moral and professional conduct of Charles A. Luzenberg.

That the letter of resignation of Dr. Luzenberg, tendered this evening, be not accepted, but laid on the table subject to the call of the Society.

The resolutions were supported on the ground, that the report contained charges affecting the professional and moral character of Dr. Luzenberg, and that it was due therefore to Mr. Luzenberg and to the Society, that it should be at once brought to the view of Dr. Luzenberg, so that he might have a full opportunity of answering to the same, and receive, after a thorough investigation of all the facts of the case, an acquittal or condemnation from the Society; that the contemplated hearing could only be given by laying of letter of resignation on the table, and so allowing Dr. Luzenberg to appear before the Society, as a member, to vindicate his character. Dr. D. C. Ker, concurred in the remarks made by Dr. Hunt. He said that some members had inquired whether the report contained charges or not? He thought that in the absence of all direct accusations, the fact of Dr. Luzenberg permitting the article published in the *True American* to be promulgated without immediate contradiction on his part, he (Dr. L.), being at the same time aware that the statements in that publication were not true, was in itself a serious charge of moral and professional misconduct; and, in order that he might have an opportunity of exculpating himself from the charges contained in the report, he,—Dr. K.,—would propose the following resolution, in addition to the resolutions offered by Dr. Hunt:—

RESOLVED:—

That a copy of the report of the Committee, as well as of the proceedings relating thereto, be transmitted to Dr. Luzenberg, in conformity with Article 11 of the By-Laws. See Appendix.

The resolutions were unanimously adopted.

Pursuant to adjournment the Society met on Saturday the 2nd. June. The resolutions of the last meeting, in relation to Dr. Luzenberg, had been complied with. The President announced that he had received from Dr. Luzenberg, a communication with three accompanying documents, which the Secretary then proceeded to read, and which was as follows:—

New Orleans, June 2d., 1838.

To the President and Members of the Physico Medical Society:—

The report signed by G. W. Campbell, &c., accompanying your proceedings of the 19th. May last, was received on the 22d. of the same month.



The malicious intention of that report to injure my professional and moral character, requires not at this time a detailed refutation of all the falsehoods it contains.

In obedience to the respect I feel towards some of the members of the Physico Medical Society, I present to you, through one of your members, (Dr. Osborn), the testimony necessary to establish for the authors of that report, the character which no doubt has long since been merited by them.

I beg that the documents may be read in my justification. I fully concur with Mr. Simons in his denunciation of the man or men who, without the consent of Dr. Simons, or mine, surreptitiously introduced themselves to a patient under our charge.

I state in addition, that the report is composed of a tissue of the most infamous falsehoods, unexampled in its atrocity and unequalled in the history of the most debased.

C. A. LUZENBERG, M.D.

N.B. Drs. Labatut, Beugnot, De Valetti, Easton, Lindoe, Wiedemann, and Simons were the only physicians present during the operation.

New Orleans, May 30, 1838.

(Translation).

We the undersigned, Physicians of the Medical Faculty of Paris, certify:—

That we assisted Dr. Luzenberg in the performance of an operation on an Indian squaw. The patient was submitted to our examination before proceeding to the removal of two COMPLETE CONGENITAL cataracts, with which she was afflicted. The presence of complete cataracts was unanimously and positively recognized by us, of a milky or soft consistency, producing absolute blindness, and requiring the performance of an operation as the only means of cure. We witnessed every step of the operation; and, notwithstanding the extreme mobility of the eyes of the patient, which, in our opinion seemed to offer almost insurmountable difficulties to the immediate execution of the operation, it was accomplished with ability and without any accident.

(Signed) :— BEUGNOT, M.D.

C. DE VALETTI, M.D.

I. LABATUT, M.D.

New Orleans, May 30, 1838.

We, the undersigned, Physicians, practicing in the City of New Orleans, visited the Seminole female operated upon by Dr. Luzenberg, of this City, on or about the 15th. of April last.

On examination of the patient, we recognized the presence of complete congenial cataract in both eyes.

We also witnessed the performance of the operation for the relief of the blindness produced by the opaque condition of the lens in both eyes; and unhesitatingly declare that the operation alluded to and performed by Dr. Luzenberg was, in every respect successful.

We have seen the patient since the operation, and noticed that by the process of absorption, the right eye was nearly free from any obstacle to vision. The left was laboring under inflammation, yet absorption of the broken lens was evidently going on.

We consider that vision in the right eye was enjoyed by the patient to as great an extent as was possible to be afforded, without the aid of cataract glasses.

(Signed). ROBERT F. LINDOE, M.D.  
R. B. EASTON, M.D.  
EDMUND WIEDEMAN, M.D.

NEW BARRACKS  
Near New Orleans, May 20th., 1838.

Dear Doctor:—

I feel bound in justice to furnish you with the particulars regarding the Seminole female you operated upon some weeks since, at the New Barracks, below the City of New Orleans.

The operation for congenital cataract was performed on Mary, a Seminole woman, about thirty years of age, on or about the 15th. April last, in my presence, and with the full consent of the patient, by Dr. Luzenberg, of this City.

The method (the cataracts being considered soft), adopted for the relief of the malady, was couching with Dupuytren's needle. Many difficulties presented themselves during the operation; both eyes were successively operated upon; notwithstanding these difficulties, the success of the operation in both eyes was perfect. Subsequent to the couching, inflammation to a high degree developed itself in both eyes. The usual remedies were had recourse to for the relief of the inflammation, but from the utter impossibility of confining the patient to diet, etc., opacity of the cornea of the left eye resulted; the right eye, however, was three days since, entirely free from all inflammation, with the exception of an exceedingly small portion of the capsule of the lens, floating in the posterior chamber, in as satisfactory condition as it is possible to place, or wish the organ to present after the operation for cataract, she

enjoys vision without the aid of cataract glasses to so great a degree as it is possible. I have frequently seen her selecting small objects, such as grains of corn, etc., for the purpose of testing the success of the operation.

I will also add, that the committee or persons purporting to have been sent by the Physico Medical Society of the City, for the purpose of reporting on the condition of the patient above alluded to, made their examination of the patient without my knowledge or consent.

I consider their conduct in this matter as ungenerous, uncalled for and unprofessional. I was the physician in whose charge the patient was placed, and I should have been consulted, or apprised of a desire on the part of any medical gentlemen to visit my patient. This was not done, but clandestinely effected by the Committee. I never authorized any person, or persons to examine my patients, unless in my presence.

I am, yours, respectfully,

JAMES SIMONS, M.D.

Directing Physician, Seminole Emigration.

To Dr. C. A. Luzenberg, New Orleans.

After reading the above, it was moved by Doctor Mackie:—

That the communication of Dr. Luzenberg be laid on the table; and that the President be directed to call a meeting on Saturday next for its consideration; and that Dr. Luzenberg be duly apprised by the Recording Secretary of the same. The motion was adopted.

From the foregoing it will be seen that two opportunities with considerable intervals of time between them had so far been afforded Dr. Luzenberg for his exculpation. Before entering upon the examination of the evidence in relation to the charges against Dr. Luzenberg, let us pursue still further the history of the proceedings of the Society in the case.

Pursuant to adjournment, the Society met on the 9th. June 1838. Dr. Hunt read the following preamble and resolutions, as containing proper rules and regulations for the conduct of the trial of Dr. C. A. Luzenberg, and, after some appropriate remarks, moved for their adoption.

WHEREAS, Drs. E. Palmer, G. W. Campbell and G. F. Snowden, the Committee appointed by this Society to report on the case of Mary, the Seminole woman, designated in an article printed in the *True American*, at New Orleans,



on the 17th. April, 1838, and inserted in the National Intelligencer, at Washington, D.C., on the 26th. of the same month; made a written report on the 19th. day of May, 1838, containing charges against the moral and professional conduct of C. A. Luzenberg, M.D., a member of this Society.

AND WHEREAS, in pursuance of an order of this Society, the Recording Secretary duly advised the said Dr. Luzenberg of the said written report and charges by letter, enclosing him a report of the said report and charges, and informing him that, on this evening, the Society would proceed to investigate the same and that he should be prepared to exculpate himself from the said charges contained in the said report;

AND WHEREAS, it is due in truth and justice, that Dr. Luzenberg should have a full and fair hearing on the charges reported against him;

BE IT THEREFORE RESOLVED:—

THAT Doctors E. Palmer, G. W. Campbell, and C. F. Snowden, the Committee who made the report containing the charges against Dr. Luzenberg, be appointed to conduct the investigation on said charges against him;

RESOLVED, That Dr. C. A. Luzenberg, shall be admitted to appear, and be heard by himself, or Counsel, or by both;

That all the motions or disputed questions, etc., occurring in the course of the investigation, shall be addressed to the President of the Society, and, if he shall require it, shall be committed to writing and read by the President; and all decisions shall be made by the Society, by ayes and noes, and without debate, which shall be entered on the records.

That witnesses shall be sworn in the following form, to-wit:—

“You do swear or affirm, (as the case may be), that the evidence you shall give on the charges now pending against Dr. Luzenberg, shall be the truth, the whole truth, and nothing but the truth, So Help you God.”

Which oath shall be administered by the Secretary.

That witnesses shall be examined by the party producing them, and then cross-examined in the usual form.

That if a member of the Society be called as a witness, he shall be sworn and give his testimony, standing in his place.

That if a member of the Society wishes a question to be put to a witness, it shall be reduced to writing, and put

by the President. That testimony shall first be produced by the Committee who made the report in support of the charges against Dr. Luzenberg; and that then Dr. Luzenberg shall produce testimony in his defence.

That after the testimony on both sides is closed, argument shall be heard, first on the part of the Managers, next in behalf of Dr. Luzenberg, and then in reply on the part of the managers;

That after the argument is concluded, Dr. Luzenberg shall retire, and the Society will proceed, with closed doors, to deliberate upon, and discuss, it they think proper, the charges against Dr. Luzenberg, but the members who made the report containing the charges, and conducted the investigation, shall not be allowed to participate in this deliberation and discussion; nor shall they be allowed to vote upon the charges;

That the deliberation and discussion being over, the report containing the charges against Dr. Luzenberg, shall be read by the President, who shall then take the opinion of the members of the Society in the form following:—

“Dr. . . . . how say you? Is Dr. C. A. Luzenberg guilty, or not guilty of moral and professional misconduct, as charged in the report of the Committee?”

To which, each member shall answer in the form following:—

“On my honor, aye or no.” (As his opinion may be).

The motion was withdrawn at the request of Dr. McFarlane, who said that he had not attended the last meeting, and was anxious to be informed what had been done at it. Dr. Mackie called for the reading of the proceedings of the last meeting. The proceedings were read. Mr. McFarlane then addressed the Society in opposition to Dr. Hunt's preamble and resolutions, and proposed the following substitute:—

“WHEREAS, Charles A. Luzenberg, a practicing physician in the City of New Orleans, and a member of the Physico-Medical Society having been charged with moral and professional misconduct, and the said Charles A. Luzenberg, having been fairly apprised by the Recording Secretary of the said Physico-Medical Society of the above mentioned charges, in accordance with the 11th. Article, 1st. Section of the Constitution of said Society, which requires that a member so charged shall have a fair hearing before said Society;

AND, WHEREAS, The said C. A. Luzenberg, instead of responding to the aforesaid notification, in the manner

usually adopted, amongst Gentlemen of any respectable profession, under similar circumstances;

AND, WHEREAS, the said C. A. Luzenberg, instead of appearing and exculpating himself from the charges aforesaid, did transmit to this Society an offensive and ungentlemanly communication, together with a resignation of his membership.

WHEREFORE, BE IT RESOLVED, That the Physico Medical Society, from the immoral, unprofessional and ungentlemanly conduct of Charles A. Luzenberg, and after a solemn and deliberate investigation being unable hereafter to consider him a suitable associate, hereby accept his resignation, and consider him unworthy of further notice or attention.—" Rejected.

Dr. Palmer here asked leave, which was granted him, to have a certificate, confirmatory of the report of the committee on the case of the Indian woman, read. The certificate was read and is as follows:—

#### CERTIFICATE.

We, the undersigned, practitioners of Medicine and Surgery in the City of New Orleans, certify in good faith, that on or about the 5th. day of May, 1838, we called on Dr. Lee of the United States Army, then Post Surgeon at the New Barracks, when and where (in strict accordance with professional etiquette) we obtained permission of him to visit the Seminole woman Mary, said to have been operated on by Dr. Luzenberg. We next proceeded to her apartments accompanied by Dr. Warren, where we identified her to be the person designated in the *True American* of April 17th., under the caption of "Sight given to the born blind." And after an attentive examination of her eyes, we unhesitatingly declare, that the vision in her left eye is irrecoverably lost, and that of her right eye manifestly impaired. We heard her converse in the English language, and remember to have heard her say distinctly, that she had been able to see to cut and make the garments of her family up to the period of the operation. We saw a specimen of sewing which she said was the work of her own hand; and consequently, she was not born blind, as stated in the *True American*, or ever entirely blind.

We have also seen the report of the committee appointed by the Physico Medical Society, and attest fully to the truth of the statements contained therein.

Signed:— C. F. SNOWDEN, M.D.  
J. W. THOMPSON, M.D.  
J. M. PICTON, M.D.  
EUGENE PALMER, M.D.  
E. B. HARRIS, M.D.  
J. MARTIN, M.D.  
ED. FORTIN, M.D.  
A. BYRENHEIT, M.D.



The discussion of Dr. Hunt's preamble was then continued. Dr. Ker said he was willing, notwithstanding Dr. Luzenberg's conduct had been indecorous and contumacious, to give him yet another opportunity of being heard in his exculpation. A warm and protracted debate followed, during which several members made disclosures of facts, disreputable to Dr. Luzenberg. A motion was then made for an adjournment and carried; but before the members dispersed, it was stated that Dr. Osborne had a communication from Dr. Luzenberg to present to the Society. The Society was thereupon called to order by the President, and the communication of Dr. Luzenberg addressed to Dr. Osborne, but intended for the Society, was read. The communication declared that Dr. Luzenberg had given all the explanation he had to make to the Society, demanded that his letter and resignation be returned to him, and denied the right of the Society to entertain any question touching his moral and professional conduct. Dr. Hunt withdrew his preamble and resolutions. Dr. Harrison then said, in substance, that as the evidence in relation to the statements in the report in the *True American*, headed "Sight to the born blind," and to the report of the committee in contradiction and disproof of those statements was before the Society, and as the Society therefore was prepared to pass upon the charges against Dr. Luzenberg, growing out of those contradictory statements, he moved that the charges against Dr. Luzenberg, be considered as embraced in the three following questions, which he desired to be submitted successively and separately:—

First question.— Did Dr. C. A. Luzenberg directly or indirectly authorise or instigate that report?

Second question.—Is the report of the case published in the *True American* false?

Third question.— Is he (Dr. L.), guilty of unprofessional conduct in failing to contradict that report in a formal manner?

Let us examine these questions. First—"Is the report of the case published in the *True American* false?" The report in the *True American* says, "That the woman was afflicted with a congenital cataract and total blindness from birth." In support of this statement, we find in Dr. Luzenberg's "Card", the following certificates, to-wit, the certificate of Drs. Beugnot, C. De Valletti, I. Labatut; the certificate of Drs. Lindoe, Easton and

Wiedeman, and Dr. Simons' certificate of the 20th. May; all these certificates are inserted above. The first is the certificate of honorable men, who it will be seen have fallen into error; an error which, in all probability, has arisen from a misplaced confidence in Dr. Luzenberg. The two other certificates are signed by gentlemen unknown to the Society and this community.

Now let us see what is the evidence showing that this case was not one of total blindness from birth. The certificate of C. F. Snowden, M.D., J. W. Thompson, M.D., J. M. W. Picton, M.D., E. Palmer, M.D., E. B. Harris, M.D., J. Martin, M.D., E. Fortin, M.D., A. Byrenheit, M.D. to be found above, declares that they heard her say distinctly "That she had been able to see to cut and make the garments of her family up to the period of the operation," and that there was exhibited to them, a specimen of sewing of Mary's own hand work, and that consequently she was not blind as stated in the *True American*. The certificate further attests to the truth of the statement in the report of the committee in the case of Mary. We have further the evidence of Dr. Simmons, who told Dr. Stone, that previous to the operation, Mary could perceive birds in the air, and the evidence of Dr. Crawford, who says that he saw Mary previous to the operation, carefully inspecting and examining a four bit bill. From the above evidence on the point before us, it is clear that the case was not one of total blindness from congenital cataract, and that therefore, the statement on this subject in the report of the *True American* is false.

The report states that one of the singular difficulties of the operation arose from the impossibility of prompt communication with the patient; and it gives it throughout to be understood that the woman could not speak English. Now not a single witness says that she could not speak English. On the contrary, all the witnesses on this point say, that she spoke English well enough for all practical purposes, and some of them say that she frequently interpreted for her Indian brethren. This will be distinctly seen by reference to the certificates forming a part of this report. The report then of the case in the *True American* certainly is false, in the respect just indicated.

The report in the *True American* gives a speech said to have been made by Cloud, a Seminole Chief. It will be seen from the certificate of Dr. Stone of Dr. Simmons' account of

the statement made by Mary to him, (Dr. Simmons), that the speech is the offspring of imagination. Cloud never said any thing of the "great medecine," nor did he call the whites "the pale faces," an expression which Mary said was never applied to them. The report is therefore false, as to the speech put in Cloud's mouth.

The report in the *American* further says, that some of the Chiefs of the Seminoles were present at the operation. No witness supports this statement, and Dr. Crawford says he saw only Cloud present. Thus it would seem that in this particular the report is false.

The report says, that Mary's life had been passed in the wilds of Florida. But Mary told Drs. Palmer, Snowden, Simmons and others, that she had lived two years with a family in Tallahassee, and that she had spoken English from her infancy. The report then is false, as to Mary's life having been passed in the wilds of Florida.

The report says, that the cataract was successfully removed. Drs. Lindoe, Easton and Wiedeman, declare that the operation was successful in every respect. Dr. Simmons testifies too that it was successful in one eye. In opposition to the above statements of Messrs. Lindoe and Company, we have the statement of the following gentlemen, to-wit:— Drs. Thompson, Snowden, Picton, Palmer, Harris, Martin, Fortin, Byrenheidt, and Lee, which says that the vision of the left eye has been irrecoverably lost, and that of the right materially injured. The report then is false, in regard to the claim of a successful operation.

From the above review of facts, it appears that all the material statements in the report of the *American* are false, and that the contrary statements of the committee of the Society are true. And yet Dr. Luzenberg has the effrontery to say that the statements of the committee are "a tissue of falsehoods."

The next question is did Dr. C. A. Luzenberg directly or indirectly authorise or instigate the report?

Dr. Luzenberg in his letter does not expressly deny that he wrote the report in the *American*; but we understand him virtually to do so from the letters enclosed in that report. But though Dr. Luzenberg may have denied the authorship of that paper, has he not sanctioned, or to use the word in the question



we are considering, authorized its publication. He styles the report of the committee "a tissue of falsehoods." Now as the statements in the report of the committee are chiefly contradictions of the statements in the report of the *True American*, is it not fair to conclude that Dr. Luzenberg's denunciation of the former report, is an endorsement of the latter?

But further, Dr. Luzenberg appears by letter before the Society "in justification of himself," and to that end encloses certificates to prove the statements in the *True American* correct. Here then is conclusive evidence of his identifying himself with, or giving his sanction or authority to the report in the *True American*. But there is still more conclusive, more positive evidence on the subject. Before we adduce that testimony, we will take a brief notice of the letters of Messrs. Gibson and Fisher, a notice which will add another to the thousand illustrations of the truth that falsehood walks in crooked paths and by-ways, and knavery oft betrays itself by the very pains it takes to screen the objects of its care. Messrs. Fisher and Gibson both say they met Dr. Luzenberg the day after the operation. Gibson says, that at the meeting, in reply to the question put by him to Dr. Luzenberg, whether the operation on Mary had terminated successfully, Dr. Luzenberg gave him "quite scanty information." But Fisher says, in his letter to Dr. Luzenberg, that he (Fisher) wrote the report "From his own unbiased feelings, and beyond a brief invitation to witness the operation, and a simple announcement of its termination, without a word in conversation or communication, directly or indirectly between us." Now there is evidently a want of dove-tailing in this Editorial job work. Why should Dr. Luzenberg give his regular puffer, for such Gibson has notoriously been for years, "Scanty information?" And why should Fisher, present when that information said to be scanty was given, hear nothing but that the operation had terminated successfully? An assertion which we have seen was false. The whole story has been badly made up. Messrs. Gibson and Fisher seem to be very much perplexed to account for the technicalities in the report; but if they had only read it over before writing their letters, they would have seen that it is not stuffed with technicalities, and that it is nothing more than an attempt to mislead the public.

Gibson says he was very much interested in the case, because he had been among the Indians last Summer at Pass Christian.

But yet so much did the love of sport exceed in him the interest of humanity, that he preferred witnessing a horse race to the operation. And Fisher says, when he indicted the report, "He felt enthusiasm supplying the place of knowledge," which being translated into a more homely phrase, means that he indulged his imagination at the expense of his character.

Now would it not have been better for Messrs. Gibson and Fisher, instead of all the fictions they have dealt in, to have told the truth at once; to have said that the piece was written by Fisher, upon the information furnished him by Dr. Luzenberg, who approved it and authorized its publication. The following certificate shows that the report was written by Fisher and submitted to Luzenberg previous to its publication, and approved by him.

#### FREEMAN'S CERTIFICATE

The subscriber has been for some time an inmate of the store of Mr. Shaw. He would be sorry to do anything which could be construed into a violation of domestic confidence, and although a young man whose future interests may be comprised in this community by making the following statements, yet when called upon for information on the following subject, he cannot hesitate to declare that he has frequently heard it distinctly stated by Dr. Shaw that Mr. Fisher the sub-editor of the *True American*, had declared to him that Mr. Fisher had exhibited to Dr. Luzenberg a piece entitled "Sight given to the born blind," previous to its publication, and that the statements therein had met with the entire approbation of Dr. Luzenberg.

(Signed) W. FREEMAN.

N.B. The same statement has been confirmed on a visit to Mr. Shaw's in the last forty-eight hours.

Other testimony in the possession of the committee corroborates this certificate.

From the above facts and arguments, we think it is clear that Dr. Luzenberg directly sanctioned and authorized the report of the case in the *True American*; and such was the unanimous decision of the Society. Dr. Osborn, who has since declared himself opposed to the expulsion of Dr. Luzenberg, being present and acquiescing in, or not dissenting from that decision.

The third question is, is Dr. Luzenberg guilty of unprofessional conduct in failing to contradict that report in a formal manner? This question, as understood and voted on by the So-

ciety, meant: Supposing Doctor Luzenberg to have known of the publication of the false report in the *True American*, and supposing him not to have been the author of that publication, was it not his duty, as a professional man, to have publicly exposed its misstatements, and prevented its empirical circulation? This is a question of very easy solution. The first of all moral obligations is to speak and to maintain the truth. Upon its observance the honor and happiness of life chiefly depend. Dispense with it, and there is no longer any safety in society. All confidence between man and man immediately ceases; and distrust, suspicion, dissensions and strifes take the place of candor, mutual reliance, fair dealing and peace. Correlative with the obligation to speak and to maintain the truth, is the obligation to expose and defeat falsehood. He who silently suffers a statement, known by him to be false, to be proclaimed and circulated among men as true, is in the eye of morality as criminal as the author and publisher of that statement himself. Not to denounce is to sanction the untruth; it is, to borrow an illustration from the bar, to aid and abet in passing as true a counterfeit paper, knowing the same to be counterfeit. Hence, Dr. Luzenberg's silence as to the misstatements in the report of the *True American*, was immoral and criminal; and as that immorality related to a report of a surgical operation, said to have been performed by him, it was also a professional delinquency. Self love and self conceit may so blind a man to his own demerits, as to make him not only not rebuke, but even receive with satisfaction the unfounded compliments of the dependent or sycophantic; but no self-love, no self-conceit, can be an excuse for sanctioning a gross and palpable misstatement of the facts of an operation, and of the result of that operation. The Physico Medical Society felt disgusted both at the falsehood of the report, and at the empirical and immoral conduct of Dr. Luzenberg, in suffering those falsehoods to be circulated as true in the unusual and unprofessional form of a meagre newspaper article. It was thought by them in relation to the latter view of the matter, that a daily newspaper was not the most fit and proper vehicle of medical information, that room could not be had in it for those details, which are necessary to render a report satisfactory to an intelligent mind; that the terms in which a medical man is obliged to convey his ideas, are, for the most part technical and unintelligible to the ordinary reader; that ample space is afforded medical writers in the scientific magazines and reviews of the country; that the meagre, extravagant



and unscientific reports of cases published in newspapers, only serve to deceive the ignorant and credulous, and to encourage fraud and imposture; and that for all these reasons, the practice of publishing brief and unscientific reports of cases in newspapers, a practice pursued only by quacks and nostrum mongers, is to be discountenanced and reprobated by the Society. With respect to Dr. Luzenberg's connexion with such a practice, it was stated that an empirical communication intended to advance Dr. Luzenberg's popularity, had been published for two or three months in the *Picayune*, a daily paper of this city, and that Dr. Luzenberg had paid for its publication; and it was further mentioned as a notorious fact, of which the files of the *True American* are evidence, that numerous reports of surgical cases in which Dr. Luzenberg had been the operator, and a corresponding number of editorial puffs from John Gibson, had appeared from time to time in the "*True American*," with the knowledge, sanction and authority of Dr. Luzenberg.

The third question was then put to the vote, and carried with but one dissenting voice; that of Dr. Osborne who yet had voted for the adoption of the first two questions. The opinions of the members of the Society having been thus ascertained, in respect to Dr. Luzenberg's conduct, Dr. Snowden offered the preamble and resolutions to be found in the first page; which were adopted.

On the 12th. June, 1838, an extra meeting of the Society, was held. The meeting was unusually large. All the members who were present at the last meeting appeared in their places; and other members, who had not attended that meeting, were also present. The minutes of the last meeting were read. Dr. Jones moved that they be adopted, with the exception of the last article expelling Dr. Luzenberg. The motion was rejected NEM. DISS. It was then moved, that the proceedings of the 9th. June, be adopted. The motion was carried. The following resolution was then offered:—

RESOLVED:—That the vote of the expulsion of the said C. A. Luzenberg, M.D., passed at the last meeting, (9th. June, 1838), be confirmed; and that a notice of the expulsion be published in three of the gazettes of this city. The resolution was put to the vote, and adopted unanimously.

On a calm consideration of the above proceedings, the public will perceive that the conduct of the Society towards Dr. Luzen-

berg, has been throughout characterized by forbearance, charity, and justice, and that the sentence of expulsion was demanded by every consideration of honor and public duty.

But what has been the conduct of Dr. Luzenberg in the matter of his trial and expulsion? The evidence in this paper and in Dr. Luzenberg's card, clearly shows that it has been contumacious, and insolent towards the Society, and vulgar, insulting and bullying towards some of its members.

Dr. Luzenberg charges the committee who made the report against the publication in the *American*, with having "sur-reptitiously" visited the woman Mary. The falsehood of the charge will appear from the certificate read by Dr. Palmer on the 9th. June, and inserted above, in which it is stated by eight most respectable physicians, that they obtained permission of Dr. Lee, of the United States Army, to visit the squaw Mary. But suppose for the sake of argument, that the committee did visit her without asking leave of any physician; would such a violation of mere etiquette on their part prove that the report in the *American* is not false; that Dr. Luzenberg did not give his sanction to that report, and that in maintaining falsehoods, and giving currency to empirical communications, Dr. Luzenberg has not been guilty of immoral and unprofessional conduct? Then the charge of Dr. Luzenberg against the committee is not only false, but it has no bearing on the questions touching Dr. Luzenberg's immoral and unprofessional conduct.

Dr. Luzenberg insinuates in his "Card", that he has been the personal benefactor of the members of the Society, and that they had proved ungrateful to him. The insinuation is a most impudent and unblushing falsehood, and betrays a meanness and audacity of spirit, to be found only in those who never enjoyed, in early life, the advantages of education, and of intercourse with the polite and honorable, acquire by fraud and imposture, notoriety without fame, and a fortune without those qualities which make fortune enviable; and who suppose, that because they possess the means of being liberal and charitable, the world will give them credit for those virtues, whenever they may think proper to lay claim to them.

Dr. Luzenberg knowing that the evidence adduced against him was conclusive, on the score of immoral and unprofessional conduct, has attempted by bullying efforts to regain his former

standing; but the attempt has signally failed. A sense of guilt may make a man desperate, but desperation will not make a guilty man innocent. A question of evidence is not to be settled by a personal combat; and when an individual's conduct is undergoing a fair and proper investigation before a society, a sense of true chivalry and honor suggests a resort to proofs, and not to swords and pistols. A Bobadil calculation for despatching, under the circumstances just alluded to, all the members of a society, can only excite the contempt and ridicule of the brave and sensible.

Having thus vindicated as was proposed, the members assailed by Dr. Luzenberg, we will now proceed to establish still further, the justice of the sentence against Dr. Luzenberg, by exhibiting, very briefly, his character in its true colors.

Dr. Luzenberg is a man of ordinary capacity, very little improved by education and study. As a professional man, his pretensions are without bounds, while his merits lie within very narrow limits. He has a little of acuteness of apprehension, but no solidity of judgment. In surgical operations he frequently exhibits some dexterity in the use of an instrument, but he seldom fails to expose the want of that knowledge which makes dexterity skill, and elevates a mere manipulator into a scientific surgeon. Having been a long time employed in hospitals as a surgeon, he has a boldness of manner which he passes on others, and perhaps even on himself, for that genuine confidence which springs from accurate learning and enlightened experience. Called in the infancy of the Medical College of Louisiana to a professorship in that institution, he was subsequently obliged to retire from a sense of the contempt felt towards him by his confreres, and by the medical class, on account of his mendacity, ignorance, presumption, and ill breeding. He is abrupt in speech; uncouth in manners, irritable and petulant in temper, and arrogant and overbearing in his demeanor. In the course of the debates in relation to his conduct, as before remarked, several disclosures of facts were made disreputable to his moral and professional character. As these disclosures had a strong influence on the minds of the members of the Society, and as their publication is necessary to show the true character of Dr. Luzenberg, we will proceed to lay a few of them before the public. The first is



one which stamps him as an unprincipled man, most shamefully abusing his public office as a Surgeon in the Charity Hospital; as a barbarous wretch, insulting the living by mutilating and mangling the dead, as a heartless coward, using the bodies under his care for the exclusive purposes of science, as targets to accustom him to the appearance of an adversary, and to enable him to acquire skill as a duellist.

CERTIFICATE OF JOHN J. KER

Having been applied to by a committee of the Physico Medical Society for information in relation to the conduct of A. C. Luzenberg, during the existence of a misunderstanding between him and Dr. J. S. McFarlane, I deem it my duty to state that pending the hostile meeting, which afterwards occurred between said Luzenberg and Dr. McFarlane, he, the said LUZENBERG, WAS IN THE HABIT OF SUSPENDING THE BODIES OF PERSONS WHO HAD DIED UNDER HIS CARE WHILST HOUSE SURGEON OF THE CHARITY HOSPITAL, AND SHOOTING AT THEM AS MARKS WITH PISTOLS, IN ORDER TO IMPROVE HIS SKILL AS A MARKSMAN in his expected contest with Dr. McFarlane; I myself having witnessed the fact.

(Signed) JOHN J. KER.

Comment on such conduct is scarcely necessary. The poor who die in a public hospital, are to be as decently disposed of, as the rich who expire in the abodes of private magnificence. The relations of the former feel quite as strongly as those of the latter. All civilized and all savage nations respect the dead. It is the universal feeling of mankind. That respect, it is true, has its limits, but those limits are prescribed only by philanthropy and science. To expose the dead; to give them up to wild beasts and birds of prey; such conduct would shock the most insensible of human beings. And is it not equally barbarous; nay is it not still more barbarous deliberately to mutilate and mangle them to give HEART TO COWARDICE AND SKILL TO REVENGE?

The next matter to which we invite attention, is one of the gravest and most general concern. In 1832, Dr. Luzenberg obtained the following passport, and travelled under the protection thereof through different countries of Europe.

UNITED STATES OF AMERICA

No. 2688.

TO ALL TO WHOM THESE PRESENTS SHALL COME:—

I, the undersigned, Secretary of State of the United States of America, hereby request all whom it may concern, to permit safely and freely to pass CHARLES A. LUZENBERG, M.D., accompanied by his family, citizens of the United States, and in case of need to give them all lawful aid and protection.

DESCRIPTION:

Age 27 years; stature 5 feet 7 $\frac{1}{4}$  inches high; forehead high, nose small, eyes grey, mouth ordinary, chin round, hair light, complexion fair, face round.

SIGNATURE OF THE BEARER.

Given under my hand and the impression of the seal of the Department of State, at the City of Washington, the 13th. June 1832, in the 56th. year of the Independence of the United States.

EDWARD LIVINGSTON.

UNITED STATES OF AMERICA }  
DEPARTMENT OF STATE }

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

SEAL.

I certify, that the annexed passport of Charles A. Luzenberg, M.D., is a true copy from the record, now in this Department.

In testimony whereof, I, John Forsyth, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State, to be affixed.

Done at the City of Washington, this twenty-sixth day of April, A.D., 1837, and of the independence of the United States of America, the sixty-first.

(Signed) JOHN FORSYTH.

Clerk's Office, United States Circuit Court, 9th Circuit, in and for the East. District of Louisiana.

I hereby certify the foregoing passport and certificate, to be true copies of the original, on file in this office.

New Orleans, June 14, 1838.

(Signed) T. W. COLLINS,  
Depy. Clerk.

By reference to the records of the District Court of the United States for the Eastern District of Louisiana, it will be seen that Dr. Luzenberg, did not take the oath of allegiance to these United States, and was not admitted as a citizen of the same, until the 8th. March, 1836; and by further reference to the Records of the said Court, it will be also seen that Dr. Luzenberg, instituted a suit in that Court "as a subject of the Emperor of Austria, and accordingly an alien to the government of the United States of America," as late as the 26th. January, 1838. Thus it appears that Dr. C. A. Luzenberg, "an alien and a subject of the Emperor of Austria," obtained and used an American passport. Now the right of citizenship is the most sacred and important of all our rights. It identifies a man with his country; it binds him to his fellow-citizens, and his fellow-citizens to him; it makes him a part and parcel of the nation. It guarantees to him a secure enjoyment of all those rights, for the maintenance of which societies exist. It exacts of him obedience to the laws and constitution of his country, and it entitles him in turn to the protection of the government of that country. That protection accompanies him everywhere; into the dominions of tyrants as well as into the territories of milder governments. An unprovoked injury to the person of a citizen when in a foreign state, sanctioned or unredressed by the government of that state, would be an affront to the honor of his nation, and a cause of war. An indignity offered by the most powerful monarch in the world, to an American citizen, under circumstances similar to those we have just spoken of, would cause the swords of the chivalric sons of the Republic to leap from their scabbards for revenge. Such and of so great consequence, is the protection due by every government to its citizen or subject; and being such any attempt fraudulently to claim it, or any dishonest abuse of it, must excite the just indignation of every citizen who appreciates his rights, and feels a proper concern for the honor and character of his country. These remarks are suggested by, and have a perfect application to the conduct of Dr. Luzenberg. A foreigner, but one who has lived in this country at least twenty years, and who, as appears from a late publication has taken an active part in elections, and who could not have been ignorant of our naturalization laws; he imposed on our Secretary of State, or which is the same thing, knowingly suffered him to remain in error in regard to his (Dr. Luzenberg's) national character, and obtained and used an American passport.



Dr. Luzenberg attempts, through his Counsel, G. B. Duncan, Esq., to vindicate himself from the fraud and dishonor of having used an American passport, by saying that Mr. Livingston, the Secretary of State, on learning from Dr. Luzenberg that he was about to visit Europe, "himself sent to the office for his passports, without any further inquiries." Now it is to be borne in mind that this is the evidence of the accused in his own favor; and that it refers to a person who is dead and cannot testify. But let us suppose it true: Is it any justification of Dr. Luzenberg's conduct? Mr. Livingston, who had known Dr. Luzenberg as a resident for a great many years, and as a Surgeon in the Charity Hospital, may have presumed Dr. Luzenberg to have been a Citizen, and may have therefore signed a passport in error. But Dr. Luzenberg could not but have known from his parents, relations and friends, that he was a native of Austria; and allowing him a more than ordinary share of ignorance, could not but have been aware that an alien, the subject of the Emperor, was not an American citizen. He then took advantage of Mr. Livingston's erroneous impressions, and by concealing the fact of his being an alien, obtained a false certificate. In subsequently using that certificate, he has been guilty of a fraud upon the nation, and has insulted every American Citizen. Had he been involved in any difficulty abroad, and had he in consequence availed himself of the aid of any of our Consuls or Ministers, he would have subjected our Government to the humiliation of retracing its steps, and making atonement for having suffered itself to be the dupe of an unprincipled FOREIGNER. In the whole of this matter, we can see nothing to excuse Dr. Luzenberg; nothing to soften the sentence of infamy which will be pronounced against him by an indignant and outraged nation.

We have now sufficiently exposed the character of Dr. Luzenberg and demonstrated the justice of the sentence pronounced against him. The task we undertook has been fully and faithfully performed.

That Dr. Luzenberg's conduct has been IMMORAL, no man can doubt, who understands his duty to his fellow man.

With a view to increase his fame and business, he has sanctioned and circulated false reports of surgical operations performed by him.

Detected in that infamous practice, he has endeavoured to screen himself from public indignation by promulgating mis-statements, and by suppressing and omitting to bring to the view of the public, important and undeniable facts.

He has trampled under foot his duty as a sworn Public Officer. He has insulted and injured the feelings of the living, by barbarously mangling the bodies of the dead.

He has slandered the Members of the Medical Profession in this City, and he has been guilty of a fraud upon the rights of every Citizen of this Country.

That Dr. Luzenberg's conduct has been UNPROFES-SIONAL, is a corollary from the proofs of immorality, set forth in the last paragraph.

He has sanctioned the writing and circulation of false reports of surgical cases. He has empirically used the Newspapers as the medium of his unscientific vulgar publications.

He has for years past had himself puffed for surgical skill, by an Editor who acknowledges having, all the time, received pecuniary obligations from him.

He has been habitually discourteous towards the Members of the Medical Profession.

He has been contumacious and insolent towards the Physico Medical Society; and has attempted to bully some of its members for the conscientious discharge of their duties towards him.

Convicted of IMMORAL and UNPROFESSIONAL conduct, we, the Members of the Physico Medical Society, have felt it due to ourselves to expel him from our body, and, in so doing, to put a stigma upon him, which will serve as a warning to all who, like him, disregard the obligations of morality and labor to bring Science into contempt.

The right of expulsion thus exercised, is contemplated by the 11th. Article of the By-Laws, which provides the mode in which a member shall be brought to trial, and is inherent in the Society from its very nature. Every association is bound to preserve its character in purity and honor, and, of course, is required to do whatever is necessary for the discharge of that duty. The Lawyer who is convicted of immoral and unprofes-

sional conduct, is stricken from the roll of Attorneys, and is no longer permitted to be the associate of his former confreres; and it is equally just that the Physician who, by immoral and unprofessional conduct, has forfeited all title to the respect of his brethren, should be driven from their society with the brand of infamy upon him.

May the example made in the present instance, advance the cause of morals and of science, and tend to the suppression of empiricism and fraud!—

—ooOoo—

APPENDIX

A.

To Dr. J. Q. Osborn

New Orleans, June 9th, 1838.

My dear Sir:—

I hand you herewith two letters from Messrs. Gibson and Fisher, which I beg you will read to the Society. Permit me to reiterate, that I do not acknowledge ANY RIGHT on the part of the Society, to call for explanations or vindications on my part. I am not, nor never was a member of the Physico Medical Society as it has been recognized. In courtesy, I first answered their invitation to be present at their deliberations. The regard which I feel for some of the members, induced me to present to them the testimonials necessary to refute the charges against my professional character, since that time; and I now demand the letter of resignation addressed to the Society by me, as in justice it cannot be considered their property.

Your friend and servant,

LUZENBERG.

B.

ARTICLE XI.

Of Penalties.

SECTION 1. Any member charged with moral or unprofessional misconduct, shall be liable to expulsion, after having had a fair trial before the Society.

SECTION 2. A majority of three-fourths of the members present shall be necessary to expel a member.



SECTION 3. All accusations shall be put in writing, and directed to the President of the Society, who shall direct the Recording Secretary to advise the accused by letter, that at the second meeting following, he may be ready to exculpate the charges alleged against him.

## C.

## STATEMENT MADE BY MARY.

Who says "that she has ever been able to see full well to make her own clothing and observe small objects such as birds &c., passing before her.

"That she has lived in Tallahassee and Augustine with and in the employment of the white people, and has spoken their language mostly ever since three years of age.

"That previous to the operation, she could see with both eyes, but since, the left eye is totally blind, and the right is no better than before.

"That Cloud was present at the time of the operation, but nothing was said of the medicine of the "Pale-face", and when the white people are mentioned by them, the term—pale-face—is never used. (That she received five dollars from the operator to allow him to operate".)

I hereby certify that the above is the statement which Dr. Simmons (One of the Physicians to the Indians at the United States Barracks,) made of the case of Mary the Indian woman, operated upon for cataract by Dr. Luzenberg.

W. STONE, M.D.

—ooOoo—

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**NEW ORLEANS' MISER PHILANTHROPIST:  
JOHN McDONOGH**

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*By* JOHN SMITH KENDALL

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In the very heart of the business section of New Orleans, surrounded by buildings devoted to such widely-various purposes as business, religion, and government, there lies a small but attractive square, which, with its neatly pruned trees, gay flower beds, and velvety lawns, forms a pleasant spot of color in what might otherwise be but a drab neighborhood. This is Lafayette Square, laid out in the early years of the last century by the promoters of New Orleans' greatest and most successful real estate speculation, and named, in a moment of ill-advised patriotism, after one whose connection with the city was of the briefest and most casual.

For some reason the municipal authorities have never been content to leave the natural charm of the place undisturbed. They have encouraged a number of well-meaning individuals to erect there statues more or less inappropriate to New Orleans, each one artistically more impossible than its predecessor. The first was a marble figure of Benjamin Franklin. This used to stand in the center of the square, was eventually moved to the Camp Street side, and finally carted away to a position in the rotunda of the City Library. Franklin, of course, never had any connection whatever with New Orleans. The statue, however, as an example of the work of Hiram Powers, one of the first of American sculptors, was not without interest.

In 1900 Franklin was replaced by the ungainly bronze effigy of Henry Clay made thirty years before by Joel T. Hart for the monument which used to stand at the corner of Canal and St. Charles streets. The streetcar companies which monopolized the "neutral ground" in the first-named thoroughfare, thought that it interfered with the operation of their cars. There was some reason to apprehend that, with the substitution of electricity as a motive power for that of the patient, traditionary mule, the pedestrian crossing at this corner might be imperiled if Henry Clay remained to block the vision up and down the tracks. So the statue was brought to its present location, and perched in-



securely upon a new granite pedestal, instead of the old one with its vitriolic denunciation of slavery and states' rights, cut thereon by order of General Butler in 1862.

A few years later a monument to the eccentric millionaire-philanthropist, John McDonogh, to whom New Orleans owes her free public school system, was erected in Lafayette Square, on the St. Charles Street side, directly in front of the City Hall. This still stands, the object of amused interest to every artistic visitor to the city. It would be difficult to imagine a more absurd work of sculpture, with its bronze boy afflicted with an exaggerated curvature of the spine depositing a palm leaf before the bust of McDonogh, and at the same time grasping the outstretched hand of an apprehensive little bronze girl. Or, perhaps, I should not say "difficult"; for to find its rival and inferior we have but to cross the square and contemplate a new statue of Franklin, lately erected by a misguided enthusiast from Chicago, which represents that immortal printer-statesman in one of his more inebriated and hopelessly fatuous moments, and is, I think, probably the worst example of municipal art in the world.

But, ridiculous as the McDonogh monument is, it represents a not wholly censurable effort to do honor to a man who, in his lifetime, was greatly misunderstood, and who, in death, wrought nobly for the city of his adoption. A score of schools scattered over the length and breadth of the city, all erected with money left by him for the purpose, constitute, of course, his best and most enduring memorial. The only return which McDonogh asked for his gift was that "as a small favor the little children should sometimes come and plant a few flowers on his grave." But there must have been in his heart a longing for some recognition more definite and enduring than this, of the great service which he was rendering the community. That incongruous heap of stone and bronze in Lafayette Square is a recognition of that very natural, howbeit unspoken desire. There, every year since the statue was unveiled the school children of New Orleans, beneficiaries under McDonogh's bequest, assemble on a specially designated day, and place flowers about the monument, until it is almost completely concealed beneath these lovely and fragrant offerings. They cannot do this at his grave. The philanthropist's body now lies under a stately marble shaft in the city of Baltimore. The tomb in which his remains originally rested, before their translation to that distant city in Maryland, stands in one

of the suburbs of New Orleans, and is too remote for them to make the long pilgrimage to that spot. Nevertheless, if, somewhere in the other world, the spirit of John McDonogh is aware of what happens in New Orleans, I am sure he looks down every year benevolently at the children bringing their offerings to his monument, and perhaps he even finds it in his mind to forgive the ugliness and inadequacy of the monument, too.

Everyone is acquainted with the fact that the McDonogh estate was divided in such fashion that New Orleans and Baltimore shared equally in its benefits. It was this circumstance which led the authorities of the latter city, in 1858, to remove McDonogh's remains from the tomb in McDonoghville, where they had been interred at his death eight years previously, to the place of his birth for burial beside his father and mother. But there are few persons who know the subsequent history of the humble grave in that obscure little suburban town opposite New Orleans which still bears the name of the philanthropist. For more than forty years after McDonogh's body had been borne away the tomb remained neglected and uncared for, except for the efforts of two of the old millionaire's former slaves, Jim Thornton and his son Edward. Jim Thornton long ago passed away. Then his son, with a fidelity beautiful to chronicle in these prosaic days, succeeded to the self-imposed task, and down almost to the end of the century he continued to take care of the spot.

In 1890 the board of commissioners charged with the administration of the McDonogh fund in New Orleans undertook, with commendable spirit, to repair the tomb. The old iron fence about it was repainted, the undergrowths cleared away, and the vault, which was beginning to collapse, was restored to its pristine state. Believing that, although McDonogh's body no longer reposed there, it would always retain a special interest for the citizens of New Orleans, they contemplated erecting a handsome shaft of marble above it, beautifying the ground, and in compliance with the touching request in his will, inviting the school children to plant flowers there. But a secret, known to only a few, was accidentally discovered, and put an end to their laudable design.

John McDonogh had a slave named Fanny whom he brought with him to New Orleans from Baltimore, and who served him with unflinching devotion from childhood to old age. In consideration of her fidelity he set her free, but with tears in her eyes she

refused to consent to manumission, asking only in return for her continued service, to be permitted to remain in her master's household and continue to perform her accustomed duties. Touched by her request, McDonogh complied. Fanny subsequently became the wife of Jim Thornton. Through the course of long, laborious years they continued to serve the master, Jim as a slave, and she and her children as freemen. It was she and her husband who stood by the old millionaire's lonely deathbed and closed his eyes when the end came. Although McDonogh did not remember her in his will, he did stipulate that Jim Thornton should receive his freedom. For years afterward, these two cherished their master's memory with pathetic reverence. When old age came upon her and death drew nigh, Fanny begged her son as a dying request that her faithful bones should be laid to rest as near as possible to the spot where McDonogh's corpse had once reposed.

Fanny died in 1887. She was in her 105th year. True to the promise given on her deathbed, and heedless of the complications which might arise, without seeking the permission of the commissioner of the estate—indeed, keeping the fact discreetly from their knowledge—Edward Thornton, self-constituted sexton and guardian of the graveyard at McDonoghville, caused the McDonogh vault to be opened and his mother's body to be placed therein. Four years later, when the secret leaked out, the commissioners, touched by the simplicity and devotion of old Edward's act, and mindful of the lifelong service of poor Fanny, could not find it in their hearts to order the removal of her remains. But the fact that her body rested in the vault presented an insuperable barrier to the scheme which they had formed for its embellishment. It would never do for the children of the New Orleans public schools to go there and decorate what was, after all, the grave of the slave, not that of the master. Other means had to be devised to perpetuate the memory of the benefactor in the minds of these little ones, and at the same time avoid wounding the feelings of a poor black who meant no harm in carrying out with superstitious exactness his mother's dying request.

It was at this juncture, then, that the movement was initiated which resulted in the erection of that unfortunate monument in Lafayette Square. The then city comptroller, a gentleman by the name of Thoman, on behalf of the McDonogh commissioners; and the superintendent of the city schools, Warren Easton, on



behalf of the New Orleans School Board, worked out a plan which had, at least, the merit of practicality. Their idea was that busts of the philanthropist be installed in each of the schools in the city erected with the money left by McDonogh; that "Founder's Day" be annually observed; and that steps be taken to comply with that touching request in McDonogh's will, that the little children should deck his grave occasionally with flowers. I believe the first two recommendations were carried out. But regarding the third, some difficulty arose. This was finally solved by appealing to the school children of the city, to contribute to a fund with which to erect a monument; and the nickels and dimes from this source came in so fast, that on December 29, 1898, the 119th anniversary of the birth of McDonogh, the memorial was duly unveiled. Since then "Founder's Day" has included not merely a programme in the individual schools, but there is an annual pilgrimage of little people, who go to the Square and adorn the monument with their offerings—the trifling return which was all that McDonogh desired in exchange for his princely benefactions.

Fate has always played strange pranks with John McDonogh. He became a legend in New Orleans during his own lifetime. The city could not understand how a man under middle age, wealthy, respected, socially prominent, could put all that aside and go to live in the solitude of a plantation on the other side of the Mississippi. Not understanding, it hated. One has but to turn to Oakey Hall's curious book, *The Manhattaner in New Orleans*, to get some idea of the intensity of feeling with which McDonogh was regarded. Hall, writing just after McDonogh's death, speaks of him in terms of such contempt as would scarcely apply to the vilest of malefactors. McDonogh steeled himself to endure the odium of his fellow citizens with at least outward indifference, but he would have been more than human had he not felt, deep in his heart, the scorn visited upon his name. He seems to have been particularly affected by the speech of a lawyer for the defense, in a suit which he brought on one occasion against a widow and her children. This case, particularly, excited the disapproval of New Orleans. "Hold, gentlemen of the jury," exclaimed the legal luminary, addressing the court at the close of the trial. "Hold, we pray you! John McDonogh is a man of unbounded wealth, who does not stand in need of the amount of this note, and the defendant, who is a poor widow, and her orphan children

are ruined if you give him a verdict for this amount." Needless to say, the eloquent attorney obtained a verdict for his clients. McDonogh felt that he had been denied justice, but, most of all, the vitriolic personalities of the widow's counsel seem to have wounded him.

He had all these things in his mind when he wrote in his will that he felt "bound to explain in a few words" what his life's secret purpose had been, "having seen and felt," as he says, "that my conduct, views and objects in life were not understood by my fellow men. I have much, very much, to complain of the world, rich as well as poor. It has harassed me in a thousand ways." Elsewhere he adds: "They have said of me: 'He is rich; he is old, without wife or child—let us take from him what he has!' Infatuated men! They knew not that that was an attempt to take from themselves, for I had been laboring all my life, not for myself but for them and for their children."

McDonogh, perhaps, overstated the fact when he said that he had been "all his life" laboring for his fellow men. That may have been true during the last twenty-five or thirty years of his strange career, but there had been a time when such philanthropic ideas, if they entered his head, did so but in passing. For when he came to New Orleans in 1800, as the agent of a large flour merchant in Baltimore, he was apparently much more interested in society, in the good things of life, in its show and glitter and pleasure, than in anything else. He was only twenty-one years old when he came to this city. He was "tall, fine-looking, liberally educated, refined, and with the best of social credentials." He was, moreover, a good businessman, having been trained in the counting room of the merchant whom he now represented in the Crescent City. Soon he embarked in business on his own account. Within ten years he had laid the foundations of the great fortune he was destined to accumulate, and was able to retire from commercial life, in order to devote his time to the management of an already considerable estate. He set up a handsome and expensive establishment at the corner of Chartres and Toulouse streets, kept a numerous retinue of servants, had fine horses and splendid equipages, and was looked on as in most respects one of the desirable "partis" of the city.

And then he changed. Just what it was that converted him in a few short years from a gay and popular young blade into a gloomy recluse—from the liberal merchant to the miser—who can

say? But there is a tradition firmly embedded in the memories of the French Quarter, that this disastrous reverse was the result of an unhappy love affair. It is said that he fell head over heels in love with Micaela Almonester, daughter of the rich old Don Andrés of that name, to whom we have occasion to refer so often in writing about the early years of the city. According to legend, he was first accepted by the young lady and then abruptly and without explanation thrown over in favor of her cousin, Baron Joseph Xavier de Pontalba. It must be confessed that there is a good deal to say in substantiation of this picturesque story. It was current at a time when there must have been living in New Orleans hundreds of persons who knew the facts, and who would have contradicted them, had there been grounds for such action. Moreover, as we shall see a little further on in this present paper, we have what amounts to testimony both from McDonogh and Micaela to the existence of some relation more intimate than casual friendship between them.

On the other hand, we have the denials which members of the Pontalba family have registered regarding any engagement between these two people. They have always maintained that McDonogh was too poor and of origins too humble to have ever been an acceptable candidate for the hand of the wealthy and wellborn Micaela. The ages of the protagonists in this little drama also seem to war against the acceptance of the popular theory. McDonogh was a man of thirty when Micaela was a schoolgirl of fourteen in the Ursuline Convent. It is true that in New Orleans in those days women were married early—usually between fifteen and twenty. Micaela herself was a bride at sixteen. Nevertheless, there was usually some proportion between the ages of the contracting parties, and there can be little doubt but that the wedding of the richest heiress in Louisiana to a man twice her age would have been frowned on by the local public.

Finally, there is the rather convincing fact that, if McDonogh's heart was really broken by the cruelty of a girl who, according to the tradition, on her wedding morning had to be called away from her dolls, the effects were long in showing themselves. For Micaela Almonester was married in 1811, and it was not till 1825 that McDonogh abandoned his home in New Orleans and went to live on his lonely plantation in what subsequently came to be called McDonoghville. As late as 1815 he



was neither a recluse nor a miser, for it is of record that during the campaign against the British in that year he distinguished himself both by his courage and his generosity. Yet, in 1825, he was, or began to be, both recluse and miser.

We should, also, take into account, in trying to make up our mind about this curious episode, the fact that McDonogh himself supplied a simple and plausible explanation of his retirement to McDonoghville. In conversation with an old friend, Maurice Barnett, a well-known real estate auctioneer, who, during the better part of McDonogh's life, handled much of his business for him, the philanthropist once said that he gave up his gay life in New Orleans on the advice of a physician. McDonogh, prior to 1817, definitely modeled his conduct upon that of Beau Brummel and the other contemporary dandies of the Regency. Like them he was a great entertainer. At his dinners in his apartments in Chartres Street rich wines and rare viands constituted the menu. "It was at this period of my life," he said to Barnett, "that a physician in whom I had entire confidence told me that, if I continued to go on in that fashion, I would never live to old age. When I received that warning, I decided to make a complete change of habits. I drank no more wine. I smoked no more cigars." As a matter of fact, in his retirement, McDonogh's frugal board seems to have been carefully scheduled to conform to the physician's warning.

The occasion of McDonogh's remark to Barnett was simple enough. Barnett was an inveterate smoker. One day McDonogh said to him: "Young man, smoking will injure you. Give it up!" "But I cannot," replied Barnett. "The habit is too strong upon me." "Never say, 'Can't'! There is no such word in the vocabulary of a man of courage;" and then it was that he went on to tell him how he had abandoned more than one cherished custom at the suggestion of his medical adviser, and thereby had been able to survive, sound and strong, to an advanced age.

There is, however, a curious episode connected with McDonogh's early life which sheds a certain light upon his character, and perhaps offers a solution to the enigma of his sudden change of life. Although amongst his friends, it is said, the idea persisted that his affair with Mlle. Almonester exhausted all his capacity for affection, and that McDonogh had never but in that single unfortunate instance, been subject to the influence of

women, there was found in his effects after his death a woman's slipper and a knot of faded, perfumed ribbon.

One day, in 1857, a middle aged man of genteel appearance walked into the office of one of the most distinguished of New Orleans' lawyers and exhibited to him a slip of dingy paper, worn almost into illegibility, but which, with some difficulty, was deciphered to read as follows:

\$100,000. Four years after my death I hereby authorize and direct and will my executors to pay unto Francis Peña One Hundred Thousand Dollars.

JOHN McDONOGH.

When this document was unexpectedly brought to light no less than seven years had passed since McDonogh had passed away. His property had, according to the terms of his will, been divided and turned over to the cities of Baltimore and New Orleans, to be by them used in promoting the good cause of public education. It would be difficult to imagine a more suspicious document, or one more entirely inconsistent with McDonogh's known modes of business, with his fixed ideas, with the terms of his last testament. In that instrument the legacies which he had made to relatives had been of the most meager character. What more improbable than that, after disposing of his whole property, he should leave a document like this, or that the owner of it should retain it quietly in his pocket for so long a period, without coming forward to set up a claim to the estate?

And yet McDonogh's administrator, Relf, paid that legacy. Inquiry was made of a very ancient and intimate friend of the dead millionaire, and enough was ascertained to justify a suit to establish the legality of this supplemental will. The suit was decided in favor of the claimant, and the handsome little fortune due him was promptly paid into his hand. After that Francis Peña disappeared. I have been able to find no hint as to his subsequent history. In an article on the subject in the *Herald*, a New Orleans newspaper published in 1873—not so long after the event but that the writer might easily verify the facts by consultation with McDonogh's surviving friends,—there is an attempt to explain this curious occurrence. According to this, Mme. Peña was a handsome Frenchwoman with whose charms McDonogh was deeply impressed. Just when this happened is not clear; the supposition that it preceded his passion for the rich Micaela is,

of course, purely gratuitous. Such was McDonogh's interest that he had her children educated at his own expense, and it was one of these children to whom he left this strange inheritance. There have not been lacking those who have said that their heir was really McDonogh's own son; but that, apparently, is negatived by the solemn statement in his will: "Had I children, which I have not. . . ."

And now I must add a few words about still another romance which has been hung like a chaplet of fading roses upon the old millionaire's memory. This is the story of Miss Johnson, which has been preserved for us by another newspaper writer, likewise near enough to the event to have had more or less direct testimony as to its credibility. It seems that in 1814 a Mr. Johnson brought his family to New Orleans from Baltimore. In it was a young daughter, verging on womanhood, brilliant, beautiful, charming; in every way, except in wealth, the peer of Micaela Almonester. If McDonogh's heart had been damaged by the latter, that organ must have recovered pretty well in the three years which had elapsed; for he was soon paying his addresses to the newcomer, and had been by her accepted as her affianced husband. But unfortunately, the family was Catholic, where McDonogh was a protestant, and while the young lady herself seems to have raised no objection on that account, far different was the case with her parents. It was necessary to have their consent before the marriage could be solemnized. The father made quite clear that he esteemed McDonogh in every respect, but as a son-in-law he must become a member of the Catholic Church, and this McDonogh politely refused to do. He and the young lady agreed to wait, hoping that the hard parental heart would soften in time; but it did not, and so a few years later Miss Johnson announced her intention of seeking consolation in the religious life. She became a nun.

Thirty-five years passed. Miss Johnson was now head of one of the houses of the religious society with which she had identified herself. McDonogh, learning of her whereabouts, and knowing that in this position she could receive the visitors which, in a humbler station, had been denied her, asked if he might pay his respects as one old friend to another. It is said that the interview took place. Nothing was said of their former relationship. But annually thereafter, up to the time of his death, McDonogh, somewhere between the first and sixth of January, paid the Mother



Superior a New Year's call. It is said—I do not know on what authority—that the slipper and the ribbon discovered in McDonogh's wardrobe after his death were relics of this youthful love affair.

It was during the flush of one of these various love affairs that McDonogh began the erection on his property opposite New Orleans of a great house, which he afterwards described as his "castle". It was designed to be his home as a married man. But the frustration of his hopes, whatever they were, put an end to the work on this huge structure. All of it that was ever completed were the two long wings—for the central and most important section of the projected manor house was to have fronted upon the river,—and these were but the offices and servants' quarters of what was intended to be a far ampler and statelier edifice. As McDonogh planned his "castle", it was to have surrounded a great courtyard, with these two wings, two stories high and constructed of fine brick, with five or six rooms on each floor, forming only two sides of a vast plantation establishment.

It was in the northern wing of this inchoate palace that McDonogh took up his residence when, about the forty-sixth year of his age, he abandoned his brilliant social career in New Orleans and went to reside permanently in McDonoghville. The rooms occupied by him, three in number, were on the second floor. He took with him a large quantity of costly furniture. This was probably the contents of the residence which he had maintained in Chartres Street. According to tradition, the entire equipment of the mansion there was sold at auction for a trifling sum. But this was apparently an error. Instead of selling it, the owner removed it to his new and lonely dwelling, and stored it in the lower rooms of the southern wing. For twenty-five years it remained there undisturbed. When the old man died it became the duty of his executors to make an inventory of his effects, and then the doors were opened, and the dusty objects in this long-unentered apartment were exposed to the light once more. The furniture was found practically ruined. Dust and moisture had defaced the surfaces of magnificent mirrors for which, it is said, McDonogh had paid \$500 apiece; the beautiful mahogany had come unglued and was dropping to the floor; the handsome upholstery was moth-eaten or had rotted entirely away. Barnett, who sold these articles at auction, appraised their original value at \$10,000; they brought \$350.

It is a mistake to suppose that McDonogh's life in McDonoghville was mean and squalid. Miser he probably was, but not in the sense that he denied himself such comforts as his simple tastes and perhaps the advice of his physician dictated. The seclusion of the house was rarely disturbed by the footstep of a stranger. McDonogh's own rooms, however, according to the testimony of one of the few visitors known to have been received there, were kept in good order. The furniture was simple—two or three chairs, a desk equipped with many well-filled pigeonholes, a table and a small, plain bed. His food was always abundant, and though simple, of excellent quality. He indulged especially in cold meats—turkey, mutton, game, etc.—and was fond of hot cakes and corn bread. He drank coffee and milk. Both beverages were the best that could be procured. There was nothing in his home life to indicate that John McDonogh, whatever the public may have thought of him, was cruel and grasping. What seems to have happened was, that an eccentricity based upon some queer, perverted idea of benevolence, excited originally by the shock of some great disappointment, grew more pronounced in the solitude into which he withdrew. He had scores of slaves and all the possible attendance which a man of the most luxurious tastes could desire in his home. But he did not care for that kind of thing.

In his retirement McDonogh was by no means idle. His habits were most methodical. He kept all of his papers carefully arranged in his desk, and was so perfectly familiar with the place in which each one was, that he boasted of his ability to go in the dark and lay his hands upon anything of which he might have need. He was equally systematic in his apportionment of labor on his estate. The large tract of land surrounding his incomplete manor house was partly planted in vegetables, partly used as a site for a carpenter and blacksmith shop, and partly for a brickyard. All the labor was done by slaves who resided on the place. The principal source of revenue from the property, however, was from the sale of vegetables. McDonogh sent the products of his farm to the French Market in New Orleans, where they were sold at retail, and brought in a daily profit of from \$80 to \$100.

He himself took no interest in the purely agricultural aspects of the enterprise. As with the lapse of time his eccentricities increased, he could not bring himself even to go out over the

farm to see the growing plants. In this connection a curious story, not without its significance for the alienist, is related. One morning a slave, the head gardener, came to McDonogh while the latter sat at breakfast, and announced that additional space was necessary for the vegetable beds, suggesting that certain fields at a considerable distance from the house be set apart for this purpose. McDonogh assented, and added instructions that the tract be fenced in and planted without delay.

When the new vegetables were up the pleased gardener informed his master of that fact, and asked if he would not come down and see how nicely the crop was progressing. McDonogh agreed. But as the locality was farther away than he felt able to go on foot, he directed a servant to saddle a pony that was on the place and have it ready for use during the afternoon. "I will ride down and see the new beds," he remarked. "But," interposed the slave, "there is neither bridle nor saddle over here." "I will bring them from the city when I return this afternoon." This McDonogh did, and while he was at dinner in the lonely dining room on the ground floor of his house, the animal, fully equipped in the new accoutrements, was brought up and tied to a post near the foot of the stairs leading up to McDonogh's apartments on the second floor.

At the end of the meal, McDonogh left the dining room and went up to his rooms. He passed within a few feet of the pony, glanced at it, and then hurried on. Soon he was completely absorbed in the work of opening and answering his correspondence, casting up accounts, and writing in his diary a summary of the day's labors.

For eleven months the pony was saddled every day, tied to the post in full view of McDonogh as he sat at his meals, and never once used. McDonogh never went to see the vegetables. He himself, in relating this curious and significant story, gave as an excuse for not riding down to the fields, that he was too busy to spare so much time. But one wonders at the mental condition of a man who could not bring himself to dismiss the slave and the animal until eleven long months had passed.

On the other hand, his treatment of his human chattels was characterized in general by a spirit of humanity far in advance of the thinking of his day. In his latter years he reduced the number of his slaves to about twenty, of whom five or six, adults



and children, were employed about the house. These were always neatly clad, and partook of the same food as was served to the master. The only recorded difference in the menu was, that McDonogh sweetened his coffee with sugar, but the slaves used molasses for that purpose. Soon after he established himself in McDonoghville he inaugurated an interesting system which had as object the gradual manumission of his human chattels. He gave them their freedom, but only after they had earned it. He proposed to them to do extra labor on his plantations, and promised to set the value thereof to their credit. When in this way a sum had been accumulated equal to his market value, a slave would be entitled to freedom. But McDonogh did not contemplate leaving them then to work out their destinies in the inhospitable atmosphere of an otherwise slaveholding community. His idea was to send his liberated negroes to Liberia, and in fact in 1841 he dispatched in a vessel chartered for the purpose eighty blacks, and left directions in his will that all the others should be similarly freed and aided to emigrate; and this charge was duly carried out by his executors in 1858.

In 1847 New Orleans rated McDonogh's possessions at between \$2,000,000 and \$3,000,000. This was probably largely in excess of the fact. A fortune of that size would have made McDonogh one of the wealthiest men, if not the wealthiest man, in the United States. However, it was quite true that, except for a few New York millionaires, who perhaps had more, there were very few in the country at that epoch who commanded so large an estate as McDonogh. He himself placed a very high estimate upon his possessions. One day, in conversation with his agent, Barnett, in reply to some remark on the subject, McDonogh said: "I am about to tell you something which I have never mentioned before: I consider myself worth \$10,000,000. If I had a son who should live to old age, and he should also have a son who similarly lived to old age, and both should adopt my ideas and methods, my grandson would own the whole of the state of Louisiana." This curious observation sheds light upon the character of the mania which, apparently, gradually got possession of McDonogh's otherwise powerful mind. But it may be questioned if his estimate of the value of his property was correct. He placed an exaggerated value upon the immense tracts of swampland which gradually fell into his hands, and this explains how he arrived at the total indicated—a total, which, judged by the standard of that period, would represent \$30,000,000 or \$40,000,000 at the present time.

The prejudice in New Orleans against the supposedly penurious life led by one who was called everywhere a miser, was deepened and strengthened as time went on. McDonogh visited the city almost daily. His affairs made this an inescapable duty. Little by little he saw a new city rise on the hitherto neglected territory above Canal Street. This district, thrifty, progressive and wealthy, slowly but surely absorbed the commerce and political power of the Creole population. Swamp districts were reclaimed, streets were handsomely laid out, and the swift tides of intelligent and energetic immigration poured in daily a steadily augmenting stream of new inhabitants. One by one those who had built up the city passed away, and in the new world which was rapidly taking shape on the banks of the Mississippi there seemed little need of this old man; this lonely old man, who used to go about the Vieux Carré with graying locks and somber mien, looking neither to right nor to left, but with eyes fixed upon some imaginary goal—what, no one knew or cared to ask. It was somehow understood that he had piles and piles of minted gold hidden away in some secret repository; that he was depriving himself of every comfort that makes life sweet and interesting in order to add every day something to that avaricious store; that in his greed for riches he had been known to live three days on a soupbone purchased for five cents from an ancient meat dealer in the St. Mary Market; and that it was only twice in the week that the vegetable women there were able to make a sale of potatoes to the old fellow, and then only in such tiny quantities that their profit never was in excess of a "picayune"; and many other queer and improbable tales besides.

Even the newspapers shared in the current opinion regarding McDonogh. One of them printed a caricature representing the old recluse being rowed across the river by one of his slaves, in order to save the trifling expense of the fare on the regular steam ferry from Algiers to Canal Street. The rude engraving and its accompanying scornful text seem to have come nearer to disturbing McDonogh's imperturbable spirit than anything else that was said or printed about him. He took the trouble to explain to one of his friends just what foundation in fact there was behind the libel—for libel it was. He said that he found it too far for him to walk every day from his house to the ferry, and from the ferry back to his house, and that finally one of his servants employed in the carpenter shop attached to the estate, proposed

to build a rowboat by which the river could be crossed from a point directly in front of his residence. This was done. That was why McDonogh got into the habit of making his daily trip back and forth across the Mississippi in this little vessel. But New Orleans would not believe this simple explanation, and once when bad weather made the river too dangerous for the old man to attempt its passage in his tiny boat, and he was compelled to utilize the ferry, so extraordinary was the event considered that the next morning one of the newspapers felt free to print a derisive paragraph, announcing that John McDonogh had actually spent five cents to be taken over to the city, and five cents to return.

Gradually McDonogh seems to have isolated himself entirely from his fellow beings. He still came and went in the city, but he saw as few persons as possible and limited his intercourse with them to the briefest and most necessary communication. One of his hobbies was the purchase of real estate. He made a rule never to sell a piece of property, once he had acquired it. "I have preferred," he said, "as a revenue the earth, as a part of the solid globe. One thing is certain—it will not take wings and fly away, as gold and silver and government bonds and stocks often do. It is the only thing in the world which approaches anything like permanency."

It was this policy that, almost at the end of McDonogh's life, brought about an interview between him and the Baroness de Pontalba, which, reported for our delectation by one of those present, furnishes perhaps the most convincing proof that exists for the old story of the miser's love affair with her. I venture to give the incident in some detail, partly because of its intrinsic interest, but mainly for the light which it throws upon the character of these two personages, each of great importance in the early history of our city. Madame de Pontalba was no longer the little schoolgirl of 1811; she was a blasé "grand dame" of middle age, whose charms, such as they were once, were undeniably in the sere and yellow leaf; for the interview which we are about to describe, took place in 1849, and forty years had left their traces upon her as upon John McDonogh.

Madame de Pontalba came to New Orleans after the French Revolution of 1848, and busied herself in improving the large property which she owned in the vicinity of Jackson Square.



Part of her project was the construction of the two rows of red brick mansions which still stand guard over that pretty pleasure ground. In the course of the work, however, it was found desirable to extend her holdings to include a few feet of the adjoining property, to form an alley for these buildings. Madame de Pontalba instructed a broker to hunt up the owner and make the purchase. But the coveted ground was owned by John McDonogh, and—alas and alack!—it was a rule of his life, from which he was never known to deviate, not to sell an inch of the earth that he had once acquired. The property in question might be of small value in itself, but the broker had reluctantly to confess that he did not think that any price would induce the old man to part with his holdings.

What happened after that has been narrated for us by an individual whose reminiscences were printed some years ago in the *Daily States*:

"Oh, tell him that it is for his old friend, that Miss Almonester of whom he thought so well about forty years ago. He will certainly break his rule and sell to me!"

Such was the confident declaration of the undaunted lady to her agent.

But even that message failed of its effect.

"All that I hold has been acquired for Almighty God," was the calm answer of the old man, "and my power of attorney does not include the right to sell or to encumber."

Mme. de Pontalba was not dismayed. With the dramatic instinct of the born "intriguante," she devised a stratagem with an eminent member of our bar, who was McDonogh's chief legal adviser in the numerous lawsuits which his real estate operations occasioned. She was to drop in at the lawyer's office at an hour when McDonogh was to be there on business. The scheme worked like a charm. Mme. de Pontalba arrived adorned in all the finery that she had brought from Paris. Her well-preserved features were enhanced by a lace veil; her fine eyes peered over the margin of a huge fan; an elegant shawl was thrown with studied negligence across her shoulders. So appareled, she swept into the room where McDonogh sat in conference with his attorney.

McDonogh, for his part, was dight in the blue coat with brass buttons and long tails, the enormous perpendicular shirt collar, the dark-hued trousers that had seen a quarter of a century of hard service; and the dingy Marseilles vest with its towering collar that he had worn for thirty years.

On the table near at hand reposed his high, slick, beaver hat, and in his hand he grasped the voluminous umbrella which was (it is said) his invariable companion. His attire was old-fashioned, but its wearer's appearance was, nevertheless, that of a gentleman, stiff but not ungraceful, dignified but courtly, austere but not haughty. His countenance was not without some pretensions to a sort of masculine beauty. The features were regular and refined, the eyes exceedingly brilliant and penetrating; the forehead lofty and wide; the lips firmly closed over well-preserved teeth. Over these lineaments played an expression which was invariably one of self-possession, quiet resolve, undeviating gravity, and shrewd observation.

McDonogh saluted the lady with his habitual stateliness.

"Ah," cried Mme. de Pontalba, with well-assumed surprise, "what an agreeable coincidence! How delighted I am to see you again, after all these years!"

She extended her mittened hand, which McDonogh received with formal politeness.

"Now," she continued, "let us sit here, side by side. I want to talk to you."

Side by side, then, on the ancient horsehair sofa which was one of the characteristic adornments of that somber office, these two sat down. Madame was soon launched upon a full tide of reminiscence. McDonogh listened with profound attention, but he made no effort to reply.

It was some time before Mme. de Pontalba reached the point to which her discourse was directed.

"And now," she concluded, "my dear friend, after these assurances of my esteem, and my regret and penitence for the girlish folly that separated us so long ago, I have the presumption to solicit at your hands a small—a very small—favor. I desire to purchase a few feet of your property in the square adjacent to the lots upon which I am erecting those expensive and beautiful buildings which will so greatly embellish the environs of the Square. I need these few feet to provide for the comfort and convenience of the socially distinguished people who will eventually occupy my buildings. Surely you will not incommode them, or disoblige me?" And she finished with an arch glance over the top of her fan.

Prompt, business-like, in measured and decisive tones came McDonogh's response. "I regret to have to say to you, Madame, as I have to many others, that I am not in a position to dispose of that, or of any other property. I hold it under a mandate from the Most High. I am not able to alter that mandate. I cannot sell the property you mention."

Madame made no attempt to conceal her disappointment.

"Is that your irrevocable determination?" she asked.

"It is."

"And you refuse this trifling favor to one to whom you were once willing to give your name, and, with it, all your possessions?"

There was a long pause, broken at length by a deep sigh from the stoic. It was as though with that exhalation McDonogh expelled from his heart the last lingering traces of an emotion which had survived there from the days of young manhood.

"Ah, Madame," he said, "that was a very great many years ago!"

He rose to his feet. Grasping his umbrella in one hand, and his ancient beaver hat in the other, he bowed formally. He had an engagement which he must keep. Would Madame permit him to bid her good afternoon? Perhaps on another occasion they might meet? He would hope so. But as for the piece of property, it would be useless to reopen the subject.

Such is the story. It proves—or perhaps it does not prove—the fact that McDonogh had a real affection for the little Micaela, and that it was her rejection of his suit which awakened in his spirit a grim determination to outvie in wealth the richest of the Almonesters, and to have the satisfaction some day of proving to his quondam sweetheart the unwisdom of her decision. I say, it may not prove this. For, after all, the episode was unknown till 1873, when according to the *Daily States* it first began to be discussed. And who can say what embellishments had crept into the tale in the course of twenty-five years?

At any rate, this last interview with one of the personages of his youth came dramatically enough into the life of John McDonogh; for a little more than a year later he breathed his last. It was as though Micaela came back out of the past in obedience to the superstition, that in some way or other we always return to the beginnings of our life when the sands of life run low, and the last departure is at hand. One day, not long after, McDonogh was seen at the corner of Canal and Chartres streets, hurrying along in the direction of the Courthouse, with a roll of papers grasped tightly in his hand. Suddenly the old miser was seen to pause and lift his hand to his head, as though he had experienced there an abrupt and searching pain. Then, to the astonishment of the street, he was seen, for the first time in forty years, to hail



one of the curious, top-heavy omnibuses which did duty in place of horsecars in those days, and climbing heavily aboard, pay the conductor the fare of ten cents—ten cents, which ordinarily he would have refused to spend on such craven self-indulgence. The boys shouted after him; businessmen smiled significantly; but the old man only clutched his papers the tighter, and urged the driver to hasten on. He alighted in front of the Courthouse, went in, and deposited with the clerk there a creased and worn document, which no one but himself knew was the mighty testament bequeathing a priceless heritage to the children of New Orleans.

Then, one evening, in the autumn of the year 1850, McDonogh crossed the river for the last time in his ancient skiff. His motions were feeble and his face flushed with fever. He was ill. His old slaves helped him up the steps to his room, and saw him safely to bed. Jim Thornton, unbeknown to his master, sent for a physician. The faithful Fanny busied herself in placing cooling applications on the old man's throbbing brow. The next day the great lawyer, Christian Roselius, was summoned. Then, on the morning of the 27th of October, the *Picayune* printed the following notice:

The announcement yesterday evening of the death of John McDonogh took our city by surprise and formed the sole subject of conversation wherever he was known. His long residence among us, his immense wealth, his peculiar habits and appearance, had made his name familiar in every household. He seemed to be a man apart from his fellowmen. While youth and health and beauty were year after year struck down beside him, he moved on, tall, spare, erect, with sprightly step and look. Every school urchin recognized at first glance the thin, sharp, intelligent face; the small, keen, brown eyes; the long white hair; the prim white cravat and high shirt collar; the well-preserved old hat and blue umbrella; the old-fashioned, tight-fitting, blue-cloth dress-coat and threadbare pantaloons, and worn though generally well-polished shoes. We had gradually become impressed with the idea that he would never die. He appeared as much an indestructible relic of the city's ancient history as the old state house or the old cathedral. One of these antique monuments has been razed to the ground; the other has thrown off its old vesture for a new one; and the third, John McDonogh, now lies ready for his last journey and last resting-place—the tomb.

And in fact, McDonogh was carried on that last journey the following afternoon, October 27 1850. He was placed in the rest-

ing place which he had built for himself—in the midst of the burying ground laid out for his slaves, and where it was his wish to be allowed to lie until the final removal of his body to Baltimore. A few white persons attended the ceremony out of curiosity, but the only real mourners were his old and faithful servants.

Then, not many days later, his will was opened. It was dated December 28, 1838—the day when he was fifty-nine years of age. By its provisions a certain amount was bequeathed for the support of his sister, Jane, and all the rest of his estate was set aside to be managed as an undivided whole, the income to be expended after a curious and complicated system for the benefit of the American Colonization Society, the City of New Orleans, and the Society for the Relief of Destitute Orphan Boys, and one-eighth was to be used to establish a farm-school near Baltimore. There were all manner of limitations on the amounts which each of these societies and institutions were to receive. The real significance of the testament lay, however, in the disposition made of the remaining half of the property. The income from all that part, together with the income from the first half, after all the bequests enumerated above had been carried out (which McDonogh estimated would be done in fifty years), was to be used to establish and maintain free schools for the education of the poor, partly in New Orleans and partly in Baltimore. For many years the fund thus created was the main, if not the only, source on which New Orleans could draw for the construction of school buildings. We have already mentioned that many such structures were thus erected, commodious as things went in that time, though perhaps not noteworthy, judged by the luxurious standard of the present day. What our city owes to the munificence of John McDonogh can never be estimated.

A few years ago I paid a visit to the cemetery in McDonoghville in the center of which stands the McDonogh tomb. Nearly forty years had passed since I last stood upon the spot. What changes had occurred in the interval! Where once the tangled grasses had sprouted high amidst the tumble-down tombs of the old burying ground were now well-kept, neatly gravelled walks, handsome memorials of sparkling marble, fresh from the marble-cutter's chisel, and everything to indicate the care with which the place is now maintained. All around the cemetery one saw the clustering houses of a thriving little community; occupying the fields which once formed part of McDonogh's estate. The town

of McDonoghville has grown since its founder's death into something of the dignity which he hoped for it. In his will he made provision for the "laying-out of the town of McDonogh, . . . when the railroad would come, for it must and will come." In what probably was a feeling of very human resentment at the treatment inflicted upon him by the people of New Orleans, he planned to build here a city to rival in splendor its bustling neighbor on the opposite side of the river. McDonoghville probably will never quite realize his dream, but it has undeniably made great progress in recent years, and will some day be an important link in a circle of suburban towns surrounding the great metropolis. The railroad came to it nearly fifty years ago, as McDonogh foresaw it would. But of McDonogh's mansion no trace is left; even the negro cabins which, forty years ago, still housed the last members of his household have disappeared; there is no tangible relic of his residence in McDonoghville except the tomb.

A neat iron fence surrounds the plot in the midst of which the sepulcher stands, almost offensively spick-and-span in its perfect repair. Even the lettering of the quaint inscriptions carved upon three of its sides have been carefully recut and gilded. We read:

Here lies the body of John McDonogh, of the city of New Orleans, in the State of Louisiana, one of the United States of America; the son of John and Elizabeth McDonogh, of Baltimore, in the State of Maryland, also one of the United States; awaiting in firm and full faith the resurrection and coming of his glorious Lord, Redeemer and Master, to judge the world.

Below which some hand with perhaps unwitting sarcasm has affixed the words, "Written by McDonogh."

Then on the two sides of the tomb are cut a set of maxims, also of McDonogh's composition, which in all probability he hoped would be read and pondered by the youth of the great city which was to grow up around his last resting place and rival, if it did not displace, the contumacious borough on the other bank of the Mississippi.

"Rules for my guidance in life in 1804," read this curious inscription.

Remember always that labor is one of the conditions of existence. Time is gold; throw not one minute away, but place each one to account. Do unto all men as you would be



done by. Never put off till tomorrow what you can do today. Never bid another do what you can do yourself. Never covet what is not your own. Never think any matter so trivial as not to deserve notice. Never give out that which does not first come in. Never spend but to produce. Let the greatest order regulate the transactions of your life. Study in your life to do the greatest amount of good.

This is signed simply, "McDonogh."

On the remaining side of the tomb we find the following:

Deprive yourself of nothing necessary to your comfort, but live in an honest simplicity and frugality. Labor, then, till the last moment of your existence. Pursue strictly the above rules, and the divine blessing and riches of every kind will flow upon you, to your heart's content, but first of all remember, that the chief and great study of one's life should be to tend by all means in our power to the honor and glory of our Divine Creator.

And to this is appended the signature, "John McDonogh, New Orleans, March 2, 1804." Below, as a sort of final endorsement of the philosophy of life embodied in the preceding sentences, occurs this paragraph, which, perhaps, explains John McDonogh's life-history much better than any ancient tale of love's disappointment and revenge:

The conclusion at which I have arrived is, that without temperance there is no health, and without virtue, no order; without religion, no happiness; and that the sum of our being is, to live wisely, soberly, and righteously.

If we add to these weighty words a few further lines from that extraordinary document, McDonogh's will, we shall have, I think, a complete picture of a unique character: "The love of singing given me in my youth, has been the delight and charm of my life throughout all its subsequent periods and trials. Still has its love and charm pervaded my existence and gilded my path to comparative happiness below, and I firmly believe led me to what little virtue I have practiced." The man who could feel this sentiment—who could cherish a woman's slipper and a knot of faded ribbon—who asked that the "little children should sometimes come and plant a few flowers" above his grave—who composed for himself the rules above quoted—who resented but does

not seem to have tried to avenge the slights put upon him by his uncomprehending fellow citizens—who closed his long career with an act of singular and, in his day, almost unexampled generosity—must have been a different sort of person from the atrabilious old miser whom we have been taught to see in John McDonogh. When we have stripped away from his memory all the drapery of romance and misrepresentation that has so long surrounded it, he merges a rather pathetic, lonely, piteous old man, who asks even now, from that shadowy bourne into which he entered nearly a century ago, not our affection, but our sympathy, our understanding, and our respect.

## ADAH ISAACS MENKEN

By LEO SHPALL

A certain mystery rests over the parentage of Adah Isaacs Menken, the actress and poetess, who in her day won fame on two continents. The opinion of some biographers is that even Adah herself was unable to make up her mind about her birth.<sup>1</sup> Some say that her father was James McCord, some say Richard Irving Spenser, while still others claim that her father was Ricardo Fuertes, a Spanish Jew.<sup>2</sup> The McCord story, for example, was brought forth by the Cincinnati *Independent* of March 3, 1860. It states that Adah McCord was a ballet girl at the Varieties of New Orleans.<sup>3</sup> On the other hand, Professor John S. Kendall in his article entitled "World's Delight" claims that there is no record of a James McCord among the Louisiana inhabitants of that period.<sup>4</sup> He further states that Adah's ascription to George W. Campbell, relative of the Duke of Argyle, suggests that she was assimilating that gentleman into her pedigree with the sublime indifference to the truth, which was characteristic of all her utterances on the subject.<sup>4</sup> There is, though, some evidence to support the supposition that her name was Adah Bertha Theodore. In an alliterative acrostic, written by Jacob Menken, she is called Adah Bertha.<sup>5</sup> The New York *Illustrated News* of March, 1860, says in her biographical sketch that the name Theodore was only a stage name. Thus none of her biographers could make up their minds about it, and curiously enough no one placed any weight on her words concerning her birth.

In the absence of any other convincing data, there can be no better evidence than her own statement to that effect. In the New York *Illustrated News* of March, 1860, there appeared a series of three articles under the title: "Adah Isaacs Menken—the Wife of John C. Heenan." In these articles the author reiterates the generally accepted version that she embraced the Jewish faith because of her marriage to Alexander Menken. After the publi-

<sup>1</sup> *Louisiana Historical Quarterly*, XXI (1938), 846 ff.

<sup>2</sup> *New York Times*, September, 1868.

<sup>3</sup> *American Jewish Historical Society Publications*, LXX, 143.

<sup>4</sup> *Louisiana Historical Quarterly*, XXI, 848.

<sup>5</sup> *Ibid.*



cation of the first installment, Adah Isaacs Menken wrote a letter to the editor, which was published side by side with the second installment. In it she writes:

My dear Sir:

I see by your last issue that you published a likeness and sketch of my life. The biography of my humble self seems written in that light and flippant tone, as of a woman who, with all her advantages, had lived on the surface of life. This is wrong. I am a thinking, earnest woman, and in that line alone I wish to be spoken of. My biographer has also taken several liberties with his knowledge of facts, the most serious of which, that I embraced the Jewish religion. I was born in that faith, and have adhered to it through all my erratic career. Through that pure and simple religion, I have found the greatest comfort and blessing. If not too much trouble will you correct this error? My first name is spelt Adah and is a Hebrew name. Pardon me for so obtruding myself upon your time.

Yours Respectfully,

A. I. M. HEENAN.

There can be no question of her sincerity concerning her birth and faith. That she was and remained a devoted Jewess cannot be doubted by anyone who will observe her poems and essays which she published in the *Israelite* from September 25, 1857 to April 22, 1859; but about that later. It is worth mentioning that the English and French journalists of that period never doubted her Jewish descent, and they expressed that opinion in the journals of that period.<sup>6</sup>

It is generally assumed that Adah Isaacs Menken received a good education. At the age of twelve she is said to have translated *Homer* and showed proficiency in other languages. She also showed a knowledge of Hebrew and of the Bible, the use of which in many of her poems bears witness. It was also said that Rabbi Isaac Mayer Wise, editor of the *Israelite*, was her teacher.<sup>7</sup> Interestingly enough, some doubt the veracity of the above statements.<sup>8</sup> A Parisian journalist, however, after an interview, wrote: "She knew and talked on every subject with giddy facility, from the dialects of the New World to transcendental mathematics, from Latin to philosophy, from versification to theology."<sup>9</sup>

<sup>6</sup> *Israelite*, Nov. 27, 1857.

<sup>7</sup> Falk Bernard, *The Naked Lady* (London, 1934), 26.

<sup>8</sup> *New York Illustrated News*, March 24, 1860.

<sup>9</sup> *Louisiana Historical Quarterly*, XXI, 846 ff.

Adah's life was beyond doubt replete with romances and tragic disappointments. Among her husbands, one, Heenan, was a prizefighter, one was a well known humorist, and one was a Wall Street broker. She had been joined in second marriage to Alexander Isaac Menken, a musician of standing, and she retained the name of Adah Isaacs Menken for the rest of her life. The following story about her marriage to Menken is told by one of his friends:

There had been trouble about his marrying Adah, but the old folks had concluded to make the most of it, and this was the proud husband's presentation of his bride to the family. Never shall I forget the hush which fell even upon the children as the pair paused for the moment at the door, as if to ask permission to enter. Adah Menken must have been at that time one of the most peerless beauties that ever dazzled human eyes, while Isaac himself was a remarkably handsome man, with a countenance as intelligent as the expression was noble. How little any of these happy people present that night foresaw the gloomy fate that awaited that strange and gifted girl. In after years, whoever threw stones at Adah, it was never Isaac Menken, and no matter what other ties she contracted, she always retained his name, only adding a final "s" to the Isaac (to keep the initials), so much of the glamour of the first love hung over them both to the bitter end.

Alexander Menken made it possible for her to join at first an amateur group in New Orleans, but later she joined some stock companies, the connection with which gave her no satisfaction. And so, in 1858, she went to Cincinnati where Menken's family then resided.

At that time Cincinnati was an important Jewish center where Rabbi Isaac Mayer Wise, the first proponent of Reform Judaism in America and the founder of the Hebrew Union College, edited the *Israelite*. In that year she began to contribute regularly to the *Israelite*. In her poems Adah Isaacs Menken showed a sincere devotion to the Jewish past, and to the Jewish people. Her interest in the Bible, particularly the prophecies of the return of Israel to their homeland, had instilled in her a faith in the Messianic redemption of the Jewish people. In the poem "At Spes Non Facta," she exclaims:

Will he never come? Will the Jew  
In exile eternally pine?  
By the idolaters scorned, pitied by a few,  
Will he never his vows to Jehovah renew  
Beneath his own olive and vine?

Then, as if comforting her people, she replies:

The Messiah will come  
And the Jew will be able to live  
Where the censer gave od'rous perfume  
Where the Holy of Holies had place  
Where the Almond of Aaron was laid up in bloom  
Where the Ark of the Covenant had resting and room,  
Where the Shechinah (God's spirit) gave token of grace!

In the poem, "Dream of the Holy Land," she sees herself in Jerusalem dwelling in a tent on "the dust where Job of old has lain, and dremed beneath its canvass walls the dream of Jacob o'er again." When she learned about the Jewish persecutions in Turkey, Adah, true to her Messianic idealism, called upon the Messiah to liberate the oppressed Jews. When Adah Isaacs Menken heard of the Mortara case,<sup>10</sup> she staunchly issued a call to the people of Israel to make the Jews realize their functions as torchbearers. She wrote:

Brothers awake, strike high and strong  
For danger that may come.  
Strike high for Israel's holy right  
And strong for hearts and home.

Lift the white flag that was unfurled  
O'er Israel of yore.  
Let the cry of God and our right  
Echo from shore to shore.

Adah Isaacs Menken received with great enthusiasm the news that a Jew was admitted as a member of Parliament, this member being Nathan Rothschild. And when the editor of the *Churchman* expressed himself that "there is a bitter curse hanging over England, and Queen Victoria is doomed to eternal perdition in consequence of the admission of Baron Rothschild into the House of Parliament," she answered him in a very forcible article. In this article she enumerates the many Jewish statesmen who by their brilliance and sound judgment contributed greatly to the countries which they served. "A nation," wrote she, "waiting for its time? An army daily expecting the coming of its Leader for eighteen hundred years to unfurl the banner of its Restoration, and lead them . . . until it be planted on the rocky summit of Mount Zion to wave forever over the ramparts of Jerusalem," should not be persecuted. "We have joined ourselves to the battle of Israel's right," wrote she, "and

<sup>10</sup> Alan Leener, *Weave a Wreath of Laurel* (New York), 27.



he that would turn back now, when that glory is dawning, is as when a standard bearer fainteth. . . . For us there is no looking back. . . . The battle of wages, Israel is in the advances."

It is clear that only one who was born and reared in that faith can speak thus of his people, his land and his religion. Were Adah Isaacs Menken a convert, she could not possibly have had such a deep feeling of love for the Jewish people, regardless of how she would be to the Jewish faith.

And now back to her histrionic career. As is well known, Adah Isaacs Menken attracted attention both in this country and abroad by her performance of *Mazeppa*, a play adapted from Lord Byron's poem. Like other stars, she was both praised and severely criticized. She was, however, without doubt one of the most popular actresses of her time, and it was of her that the poet Jacob S. Menken wrote in the *Israelite*:

Adah ambitious artiste, always aim  
Dread doubts dispelling, dear devoted dame,  
Artless and amicable, as actress all allowing,  
Brows borend by beauty, benevolence bestowing,  
Enchanting, engaging, enrapturing every ear,  
Relatives remembering, right, rightly reveres,  
True to thyself, there's time to tolerate!  
High-hearted homage, honor, humbug, hate,  
Assiduously, aspire, awards anxiously await;  
Mid, mirthful, modest, mankind manners mend,  
Each excellence endearing, enterprising end,  
Naturally noble, never single, No!  
Kindest Kinswoman, kitchen knowledge know  
Enkindling emotions, emanating ever,  
Nor need neglecting name, nor nature—never.

Adah Isaacs Menken made her first appearance in New Orleans, where she danced with her sister, Josephine, under the name of the "Theodore Sisters." She later appeared in Havana, and thence went to Texas. She came back to New Orleans in the leading role of Milman's production, *Fazio*, at the Varieties. She toured the South and the Middle West with considerable success, but, as mentioned, won fame in her role of *Mazeppa*. Numerous articles were written about this performance, some praiseworthy and some derogatory. In spite of that her popularity was by no means diminished. "The public watch her day after day," wrote an English columnist, "driving up the Mall her team ponies. Duchesses, even if they are young and beauti-

ful, pass unnoticed when La Belle Menken is in sight."<sup>11</sup> The *Court Journal* of London had this to say: "Menken is the fashion of the Metropolis. She is the most talked of actress in London, and in society, at the clubs, in the streets, the name of Menken reigns supreme."<sup>12</sup> On the other hand, some of the English publications, basing their comments on those appearing in American journals, published articles prior to her appearance in the London stage in which they accused her of indecency. Adah Isaacs Menken, aroused by these unfavorable comments, replied to the editor of the publication, as follows:

Sir: In your leader last week on the Morals of American Art you associate my name with what an American journal terms "the naked drama," and express the hope that Mr. E. T. Smith will not degrade Astley's by an exhibition of indecency. As I am about to appear at that establishment, such an observation is calculated to do me a serious injury, and I am sure you will allow me a few words of explanation, as you confess you know nothing of the merits of the actress or her piece.

To begin with, the play is Lord Byron's *Mazeppa*, and I impersonate the hero, but my costume, or rather want of costume as might be inferred, is not in the least indelicate, and in no way more open to indecent comment than the dress worn by Cerito Rosati, or even the grotesque garb employed by ladies in burlesque on the London stage.

I have long been a student of sculpture, and my attitudes, selected from the works of Canova, present a classicality which has invariably been recognized by the foremost of American critics.

I may add that my performance had a most prosperous career in America, and as is usual in such case my success created a host of imitations, and some of these ladies, I hear, have adopted a style of drapery inconsistent with delicacy or good taste.

"Mazeppa," like any other specialty, is easily vulgarized. Let "Les Sylphides" be scantily dressed and ungracefully acted by an indifferent artist, and what will be more offensive! The critics find no fault with Mrs. Charles Kean's embodiment of Ion, and the young ladies who exhibit their well-formed limbs in the Hay Market and Strand burlesques (notably such parts as Cupid or Ixion) are not accused of indecency.

<sup>11</sup> The Mortara case was one of forcible abduction in which a child named Edgar Mortara was violently removed from the custody of his parents and baptized. This happened in Bologna on June 23, 1858. The Scandinavian Jews invoked the aid of the government as well as that of the Emperors Francis Joseph of Austria and Napoleon III of France, but to no avail. When Bologna was annexed to Sardinia another attempt was made. Meanwhile the child was brought up in a convent and became a missionary persecuting the Jewish people.

<sup>12</sup> *Victorian Sensations*, 176.

At any rate, do me the favour, as a stranger, to suspend your opinion of my representation, and after you witness it, I am quite willing to abide by your criticism.

I am Sir, Yours Very Turly,

Adah Isaacs Menken.

The performance of *Mazeppa* won her acclaim by the theatergoers of the Victorian London. She also received an enthusiastic reception in Paris. (It was even said that in Paris she won the heart of Alexander Dumas.) Interestingly enough, while in Paris she aroused the indignation of the pianist, Louis Moreau Gottschalk. "Miss Adah Menken," said he, "after having driven all the people crazy, had carried away 50,000 dollars. You will easily understand that the chaste muses, sister of Apollo, can only go astray before a public which is enthusiastic at the nudities of *Mazeppa*."

In Vienna she met with less success, and returned to London and thence again to Paris where she was to appear in the "Pirates de la Savanne." In the beginning of July, 1868, however, she was taken suddenly ill. The physicians discovered a growth which developed into an abscess and brought about her death. The playwright, H. B. Farney, wrote thus of her final days:

I can bear witness to the exquisite suffering she suffered for these three months and patience she invariably showed. Food she scarcely tasted, and she drank nothing but iced water. Once, and only once, she rose from her bed in the Rue Canmartin, and that was to try the effect of change of air at a pretty village up the Seine, at Bougival, a few miles from Paris. Accompanied by her maid, myself and another friend, she managed to make the little journey, but the effort was too much for her enfeebled frame, and immediately on arrival she went to bed very ill, and there continued till her return to Paris, two days afterwards.

Miss Menken died in the possession of Jewish faith, and was attended by ministers of religion. This, I will say, without violating the sanctity of her death, that however strong her life may have been, the end was peaceful and serene.

So passed away Adah Isaacs Menken, who in her day won great popularity. As if providence willed it, it is said that she did not live to see the book of poems, *Infelicia*, which was published posthumously and was dedicated to Charles Dickens.

<sup>13</sup> *Ibid.*



✓  
**RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA  
XCIV.**

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October, 1763

(Continued from October, 1942, Quarterly)

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**By G. Lugano**

Revised by Walter Prichard

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**By the Editor of the Quarterly**

List of Officials of Louisiana Participating in the work of the Superior Council of Louisiana contained in this installment:

- |   |  |
|---|--|
| De Kerlérec, Louis Billouart,<br>Chevalier, Governor.   | Lesassier, Charles, Councillor<br>Assessor.  |
| Dabbadie, Jean Jacques Blaise,<br>Commissioner General of the<br>Marine, Intendant, and First<br>Judge of the Superior Council.         | De la Chaise, Jacques, Councillor<br>Assessor, and Keeper of the<br>King's Warehouses in New<br>Orleans. |
| De Faucault, Nicholas Denis,<br>acting Commissioner of the<br>Marine, acting Intendant,<br>and Second Judge of the<br>Superior Council. | De Grandmaison, Jean Baptiste,<br>Town Major of New Orleans.   |
| De la Lande d'Apremont,<br>Charles Marie, Councillor<br>Assessor.   | Garic, Jean Baptiste, Royal<br>Notary and Chief of the<br>Superior Council.                              |
| De Kernion, Jean Francois<br>Huchet, Councillor Assessor.   | Bary, Marin Pierre, Sheriff and<br>Crier of the Superior Council.  |
| De Lafreniere, Nicholas Chau-<br>vin, Procureur General.  | Ducros, Joseph, Attorney for<br>Vacant Estates.  |
| De la Place, Joseph Adrien,<br>Councillor Assessor, and act-<br>ing Procureur General.  | Soubie, Jean, Secretary to Gov-<br>ernor Kerlérec.   |
| Delaunay, Louisiana Alexandre<br>Piot, Councillor Assessor.   | Devergés; De Reggio; Ducros:<br>Clerks or secretaries of the<br>Superior Council.                        |

October 1, 1763.

No. 8486. 1 p.

Sale of a mulatto  
slave by Charles  
Codet to Jean  
Claude Mortalle.

**Before** the undersigned Counsel and Royal Notary of the Province of Louisiana, residing in New Orleans, appeared Charles Codet, former private in the Company de Latour, who did hereby acknowledge and confess to have this day sold, abandoned and transferred to Sieur Jean Claude Mortal, who also appeared and signified his acceptance, a young mulatto named Augustin, about eight years old, for which the said purchaser expressed his approval, having previously examined him, and which he acknowledged to have been delivered to him. The price of the present sale was fixed in the sum of 4000 livres in colonial notes, which the said vendor acknowledged to have received in cash, and for which he discharged the said purchaser, and promised to have him released also towards whomsoever else it may concern.

Done and passed in the Notarial Office in New Orleans on October 1, 1763, in the morning, in the presence of Sieurs Joseph Becat and Pierre Marin Bary, competent witnesses, residing here.

(Signed): Charles Codet; J. Mortalle; Jh. Becat; Bary; Garic, Notary.

(Signed, in margin): Devergés; De Reggio; Ducros.

October 1.

No. 8487. 2 pp.

Declaration by  
Jacques Livet and  
Francois Livet  
concerning the  
dividing line  
between the  
plantations of  
De Mazan and  
Fleuriau.

**On This** first day of October 1763, at two o'clock in the afternoon, appeared at the Registry of the Superior Council Sieur Jacques and Francois Livet, inhabitants of this colony, who declared and affirmed, in the presence of the undersigned Clerk and Notary, that they were fully cognizant that the line dividing the plantations of Sieurs de Mazan and Fleuriau, according to the survey that they witnessed in 1747, by Sieur Broutin, Engineer of the King in this colony, assisted by Sieur Decalogne, employee in the engineer's office, passed along and just beyond a peach grove planted by the Savages near their old village, the stumps of said grove still being in existence; and further away the said line ran to the forty arpents line, there touching about the center of the front of the land of the aforesaid appearers, near the spot where their cabin was built; on the side of the property of Mr. Fleuriau, the said line ended below a large mulberry tree and opposite a grove of plum trees planted by the late Francois, which property measured about four or four and a half arpents frontage on the River; on the side of the property of Mr. de Mazan, the aforesaid line reached a piece of high land which at present is a part of the rear of the plantation of Mr. de Mazan, and which has been occupied for some years by one St. Joseph; and this is all that the said appearers could state.

On This first day of October 1763, at two o'clock in the afternoon, appeared at the Registry of the Superior Council Sieur Jacques and Francois Livet, inhabitants of this colony, who declared and affirmed, in the presence of the undersigned Clerk and Notary, that they were fully cognizant that the line dividing the plantations of Sieurs de Mazan and Fleuriau, according to the survey that they witnessed in 1747, by Sieur Broutin, Engineer of the King in this colony, assisted by Sieur Decalogne, employee in the engineer's office, passed along and just beyond a peach grove planted by the Savages near their old village, the stumps of said grove still being in existence; and further away the said line ran to the forty arpents line, there touching about the center of the front of the land of the aforesaid appearers, near the spot where their cabin was built; on the side of the property of Mr. Fleuriau, the said line ended below a large mulberry tree and opposite a grove of plum trees planted by the late Francois, which property measured about four or four and a half arpents frontage on the River; on the side of the property of Mr. de Mazan, the aforesaid line reached a piece of high land which at present is a part of the rear of the plantation of Mr. de Mazan, and which has been occupied for some years by one St. Joseph; and this is all that the said appearers could state.

On their request a copy of their declaration was delivered to them, so that they might use same as they might see fit.

Made and declared at the Registry of New Orleans on said day, month and year in the presence of Messrs. Landry, Deputy Engineer of the King, and Raguet, Captain of the Militia, duly qualified witnesses, residing in this city.

(Signed) : Raguet, witness; Andry, witness; Garic, Notary and Clerk.

The appearers declared that they could neither write nor sign.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

October 1.

3 pp.

Broutin, charged with collection of proceeds of sale of the Joseph Carriere succession, petitions for recovery of funds due the succession by some of the heirs.

**Petition** to Their Excellencies of the Superior Council of the Province of Louisiana:

Sieur Broutin, charged with the collection of the proceeds of sale of the succession of the late Joseph Carriere, has the honor to represent:

That there is due him by Sieur Monbrun Carriere the sum of 20,429 livres, 9 sols and 6 deniers, representing money advanced to him and the price of negroes, negresses and other effects adjudicated to him at the judicial sale of the assets of the Carriere succession, after deducting the share and portion due him, amounting to the sum of 30,975 livres and 12 sols, according to the plan of partition made by Mr. De Kernion, Councillor Commissioner in the case, in the presence of the Procureur General of the King, and homologated by the Court on the 7th of the past month and herewith annexed (not in file);

That there is likewise due him by Sieur Louis Carriere called Plaisant the sum of 10,178 livres and 3 sols, resulting from money advanced to him and from the price of a negress and her two children, which were adjudicated to him at the auction sale, after deducting his share due in the succession;

That there is likewise due him by Sieur Jacques Carriere the sum of 17,884 livres and 18 sols for money advanced to him and for several negroes, negresses and effects adjudicated to him at the judicial sale of the Carriere succession, after deduction of the share due him by the succession;

That the three abovementioned Carriere brothers are of age and in the full enjoyment of their rights;

That Sieur Noël Carriere, still a minor, but emancipated, is also indebted in the sum of 10,244 livres and 8 sols, for money advanced and for one negro, one negress and several effects adjudicated to him, after deducting the share due him by the succession;



That there is also due by *Sieur Mathurin Carriere*, still a minor, but emancipated, the sum of 7550 livres and 18 sols, after deducting his share in the succession;

That all the aforesaid *Carriere* brothers have refused to settle their respective obligations and have enjoyed all that was due them by the succession, with the exception of the residence situated in this city;

That the other heirs who have not received anything from the succession are daily urging the undersigned to settle with them for their shares and portions;

That the aforesaid negroes and negresses might die, and in such event it would be more difficult for the undersigned to obtain payment for same.

Wherefore petitioner concludes that it may please Your Excellencies to allow the execution of the *procès-verbal* of February 14th last, relative to the judicial sale, and to allow the execution of the said plan of partition duly homologated by the Court; and, accordingly, to allow petitioner to proceed to the sequestration of the aforesaid negroes, negresses and effects adjudicated to the said *Carriere* brothers, and do dispose of same by judicial sale to the extent of the amounts hereinabove specified, without prejudice to other steps, in the event that the proceeds of sale should be insufficient; and to condemn the said *Carriere* brothers to pay all expenses, interest and costs. And right will be done.

New Orleans, October 1, 1763. (Signed): Broutin.

Action of the  
Procureur  
General upon  
the above  
petition.

October 1, 1763.—I Request, in the King's name, that in default of payment, within fifteen days, by *Monbrun Carriere*, *Louis Carriere* and *Jacques Carriere*, of the amounts specified in the above petition, as respectively due by them, their negroes, effects and all movable property be attached and disposed of by auction to satisfy said amounts; and that an order be granted directing that the Curator of the *Carriere* minors be held responsible for the share due them by virtue of the plan of partition homologated by the Superior Council on March 7, 1763, of which shares he shall render an account to them upon their reaching full age, the said shares and portions of inheritance to be by the Curator invested to the best advantage of the minors, under the supervision of a Commissioner appointed in the case and of the Procureur General of the King.

New Orleans, October 1, 1763. (Signed): Lafreniere.

October 1.

4 pp.

Grevenbert called  
Flamand vs.  
Chantalou:  
Answer of Chantalou  
to plaintiff's  
citation concerning  
an agreement under  
private signature.

**Petition to Their Excellencies of the Superior Council of Louisiana:**

Chantalou has the honor to answer the citation served on him at the request of Sieur Grevenbert called Flamand and concerning a sum of 60,000 livres loaned him by respondent, more than three years ago, to enable him to pay half the purchase price of a tract of cultivable land and about eighty negroes purchased by plaintiff from Monsieur de Kerlerec, Governor of this province.

Your respondent, after persistent solicitations of said Sieur Flamand, consented to grant him the said loan, as well as the loan of another sum, a few days later, as set forth in an act under private signature, the said loans being made to enable him to make a final settlement with Monsieur the Governor, as, without respondent's assistance, Sieur Flamand would have been compelled to dispose, by auction sale, of about thirty negroes, according to his admission to your respondent.

Sieur Flamand, on the request of respondent, agreed that, as security for said loans, his wife would be responsible in solido with him; and all the parties repaired to the residence of Mr. Raguet, in whose presence and in the presence of witnesses, the money was counted and delivered by the defendant to Sieur Flamand in colonial currency, which, at that time, had not yet undergone any depreciation and could be exchanged, without any discount, with the silver piastre and the letters of exchange, as is generally known, and as is evidenced by the use made by Sieur Flamand of the said money.

The mortgage accordingly granted by Sieur Flamand to the defendant is in the best form which could possibly be drafted, and it is payable to bearer in France, where it was sent, as it could be negotiated and transferred from one person to another, just like a bill of exchange or a note payable to order; consequently it is not here, but in France, that the initial proceedings must be taken.

The defendant can hardly believe that he should be compelled to defend a claim so well acquired and established; and he is surprised that Sieur Flamand, after having used the defendant's money for the purchase of such a valuable property as the one he owns, should try now to obtain discharge of his obligation by means of a sum of money that he could secure by the sale of five or six of those aforesaid negroes, and thereby derive an unjust profit at the expense of the defendant, who has a mortgage on all Sieur Flamand's property, and especially on said land, negroes and all dependencies, one-half of which land was paid for by the defendant, although Sieur Flamand has enjoyed same.

The plaintiff is now presenting a statement of accounts which has no connection with the obligation in question, since it relates to another business matter involving *Sieur Destrehan*, who is not referred to in the said mortgage.

The said sum was counted and delivered to *Sieur Flamand* in *Sieur Raguet's* presence, and the defendant does not believe that *Sieur Flamand* is so dishonest as to deny the agreement, which is proven by his own and his wife's signatures.

Therefore the defendant hopes that Your Excellencies will confirm and maintain his mortgage on all *Sieur Flamand's* property, and in particular on the land purchased by the latter from *Monsieur the Governor*; and that *Sieur Flamand's* demands will be rejected. And right will be done.

New Orleans, October 1, 1763. (Signed): Chantalou.

October 1.

4 pp.

Pierre Simon, of Rouen, Franco, vs. Jean Arnould Sons & Boulard, merchants of New Orleans: Pierre Simon, Jr., acting under procuration of his father, petitions for recovery of a sum of money or for security for same.

**Petition** to Their Excellencies of the Superior Council of the Province of Louisiana:

Pierre Simon, domiciled at Rouen, at present in this city, acting as plaintiff, by virtue of a power of attorney granted him by *Sieur Pierre Simon*, his father, files this petition against *Sieurs Jean Arnould Sons & Boulard*, merchants of this city; and humbly prays and represents:

That the defendants are indebted to *Sieur Pierre Simon* in the sum of 2873 livres, represented by a bill of exchange drawn by *Sieur Le Dain de Parthenay* on them, and accepted by them, which bill of exchange was duly protested at its maturity, on January 6, 1756, the whole being evidenced by the documents presented to the Superior Council.

And petitioner respectfully represents that the order rendered in his favor, on October 1st, which condemns the defendants to pay him the said amount in letters of exchange, besides interest and expenses, protest fees, court costs and all other eventual future expenses, the whole to be settled when the financial situation in the colony will be adjusted, is extremely prejudicial to petitioner on account of this last clause, since he is compelled to remain in the colony until circumstances will enable him to collect the said amounts.

Petitioner, upon his arrival in New Orleans, has found the defendants in a prosperous condition, and relying on the merits of his cause, anticipated prompt payment; and accordingly he secured a passage on the vessel "*La Lose*", which is to sail shortly for *Le Cap Francais* (St. Domingo). Petitioner, in compliance with his usual accuracy and punctuality, recently took advantage of the sailing of His Majesty's vessel "*Le St. Louis*" to remit to



his employers in France the proceeds of sale of merchandise he was able to dispose of during his sojourn in this city, and now he finds himself entirely deprived of funds with which to provide for his maintenance in this country.

The defendants will allege that they were unable to remit said funds in France, and that now, in order to pay the aforesaid sum of 2873 livres, they would be forced, on account of the present financial situation, to pay four times the said amount and to ruin themselves. Petitioner's answer is that, prior to the present conditions, it was the custom to issue letters of exchange, which the defendants should have obtained and preserved as a sacred deposit, if they had no means of remitting to France, instead of purchasing plantations, houses and slaves, as they did.

Furthermore, petitioner is not concerned about the colonial notes since the above indebtedness was contracted in France and therefore it must be discharged in French currency or by means of letters of exchange in circulation in France.

The foregoing representations show the defendants' ill-will, inasmuch as petitioner signified his willingness to accept in payment, produce of the colony, up to the amount owed by the defendants, at the current price and in letters of exchange.

In conclusion petitioner expresses his full trust in the Superior Council, and, humbly submitting himself to the judgment of the Court, requests that it may please Your Excellencies to order the defendants to pay him, by means of specie, letters of exchange, or whatsoever kind of merchandise valued at the current price, the aforesaid sum of 2873 livres, in principal, together with interest, protest fees and other expenses already incurred or to be eventually incurred, and to comply fully with the spirit of the order rendered by the Council on October 1st, and this within the term of one month; and, in default thereof, to order that the defendants furnish petitioner with good and sufficient security, and satisfactory to petitioner, who will be able to use such credit to secure the necessary funds for his maintenance in this city, until he will be able to collect an indebtedness which was the only purpose of his voyage to this colony. And Your Excellencies will do justice.

(Document undated.) (Signed): P're Simon.

Defendants  
directed to  
furnish security,  
and order of  
October 1st  
confirmed by  
the Council.

**October 5, 1763.—The Superior Council,** having read and considered the above petition, condemned and does condemn the defendants to furnish the petitioner with good and sufficient security for the amount due him; and, with respect to all other mat-

ters, petitioner is referred to the order of October 1st.

Given in the Council-chamber on October 5, 1763. (Signed): Foucault.

**Petition to Their Excellencies of the Superior Council of the Province of Louisiana:**

October 1.

1 p.

Voix, acting as attorney for Giraudeau, seeks payment of 40,000 livres by Broutin, who neglected to furnish security.

The undersigned Voix, acting under procuration of B. Giraudeau, humbly prays and represents: That by order of September 3rd last it pleased Your Excellencies to condemn Sieur Broutin to pay petitioner, in his said capacity, and within eight months, the sum of 40,000 livres in settlement of his obligation, the said term of payment having been

granted him on condition that he furnish good and sufficient security, which condition Sieur Broutin neglected to comply with, as it appears by reference to the citation served on him by Pierre Baril (Bary), Sheriff, on September 23rd last; that Sieur Broutin presented as his guarantor Monsieur le Sasier, who cannot act as such, as he is a member of the Superior Council.

Wherefore petitioner prays that it may please Your Excellencies to render judgment condemning Sieur Broutin to execute at once the aforesaid order and to pay petitioner, without any further delay, the said sum of 40,000 livres, besides interest, damages and all expenses; and also allowing petitioner to proceed to the sequestration of all Broutin's property, movable and immovable, to be judicially disposed of to the extent of the said amount, interest and expenses. And right will be done.

New Orleans, October 1, 1763. (Signed): Voix.

October 4.

No. 8491. 2 pp.

Contract of suretyship executed by Charles Lessassier in behalf of Broutin.

**On October 4, 1763**, before the undersigned Counselor and Royal Notary of the Province of Louisiana, residing in New Orleans, in the presence of the witnesses hereinafter mentioned and undersigned, appeared Monsieur, Charles Lessassier, Councillor Assessor of the Superior Council, who, after having taken cognizance of the promissory note

issued by Sieur Broutin in behalf of Sieur Benjamin Giraudeau, on January 10th last, for the sum of 40,000 livres, voluntarily offered and pledged himself as guarantor for said amount in behalf of Sieur Broutin; and, in Sieur Broutin's default, he promised to pay the said sum, in compliance with the order rendered by the Council on September 3rd last, and according to the order of October 1st, directing Sieur Voix, acting under procuration of Sieur Giraudeau, to accept Monsieur Lesassier as guarantor. Consequently Sieur Lesassier offered security on all his property, movable and immovable, present and future; and elected, so far as the present act is concerned, his domicile in this city.

Done and passed in the Notarial Office in this city on said day, month and year, in the presence of Sieurs Marin Bary and Joseph Becat, duly qualified witnesses.

(Signed): Broutin; Lesassier; Jh. Becat; Bary, Garic, Notary.

(Signed, in margin of first page); Devergés; De Reggio; Ducros.

October 4.

½ p.

Acknowledgment by Debarry, Aide-Major of Mobile, testamentary executor of late Ferrand, of receipt of payment on a note due by one Portneuf to said succession.

**I, The Undersigned**, Captain Aide-Major of Mobile, do hereby acknowledge, in my capacity of testamentary executor of the late Ferrand, to have received from Mr. de Portneuf during the year 1760 the sum of 1279 livres and 19 sols due by him to the late Mr. Ferrand on a promissory note, which appears together with the said amount in a statement left by the defunct; the said sum appearing also in a statement concerning the Ferrand succession and forwarded to the Registry of this city in the year 1762.

New Orleans, October 4, 1763. (Signed): Debarry.

Note that Mr. Ferrand joined the army on April 5, 1759, and that Monsieur and Madame de Portneuf were married afterwards; therefore the indebtedness was contracted before the marriage. (Signed): Debarry.

October 4.

4 pp.

Answer of Louis Cezaire Le Bretton, Councillor of the Bureau of Currency of Paris, and now in Louisiana, to the demands of Caminada in regard to a former business transaction between them.

**Petition to Monsieur Jean Jacques Blaise D'Abbadie**, Councillor of the King in the Royal Councils, Commissioner General of the Marine, Intendant of the Province of Louisiana, and First Judge of the Superior Council of said province:

The undersigned, Louis Cezaire Le Bretton, Councillor of the Bureau of Currency of Paris, and at present in this city, has the honor to represent:

That in the year 1756 petitioner sold to Sieur Caminada, merchant of this city, 4300 pounds of indigo, harvested on petitioner's plantation, at eight livres per pound; and as Sieur Caminada, at that time, had no funds with which to pay for said indigo, petitioner agreed to wait for the payment;

That, shortly afterwards, petitioner, who kept his two elder sons in France for their education, received request for payment of the sum of 4500 livres due for their board and tuition and he asked Sieur Caminada for some letters of exchange on the Treasury of the Colonies, so as to be able to make remittance of said amount to France;



That Sieur Caminada, who had no liquid funds at his disposal, offered petitioner some bills of exchange to petitioner's order, and drawn upon Sieur Jacques Carrayon, merchant of La Rochelle, for the sum of 11,000 livres, payable one year after date;

That petitioner sent some of said bills of exchange to the amount of 6000 livres to his brother in Paris, with whom petitioner's sons were living;

That the remaining 4000 livres, in a bill of exchange were delivered by petitioner to Sieur Olivier Devezin in settlement of an indebtedness of equal amount.

That petitioner was informed by his brother in France that the said Sieur Carrayon had allowed the said bills of exchange for the sum of 6000 livres to be protested; and this put petitioner to serious embarrassment;

That petitioner, having tried in vain to get from Sieur Caminada a real value in lieu of the worthless bills of exchange, was forced, in order to provide for the education of his sons in France, to secure funds in a different manner, and was able to obtain from Sieur Avignon the discount of bills of exchange on the Treasury of the Marine for the sum of 6000 livres and had to pay 16 per cent for the transaction, namely, a total of 960 livres; that petitioner is entitled to the reimbursement of the aforesaid livres by Sieur Caminada;

That Sieur Caminada, still deprived of funds, offered petitioner a lot of ground together with a house thereon, situated in this city, for the price of 14,000 livres, which offer was accepted by petitioner who paid for said property the sum of 7000 livres, represented by the said bills of exchange, amounting to 6000 livres, plus the aforesaid discount; furthermore, petitioner gave Sieur Caminada credit for the other bill of exchange amounting to 4000 livres, which, as it is stated above, petitioner had sent to Sieur Olivier Devezin, who negotiated same to Sieur Braquier, petitioner having explained to Sieur Caminada that should the said bill of exchange be protested at maturity, all consequent expenses must be met by the latter; and the remaining 3000 livres, in full settlement for said property, were deducted from other bills still owed by Sieur Caminada to petitioner;

That petitioner, being on the point of sailing for France in 1758, sold, by act under private signature, to Sieur Olivier a family of negroes for the sum of 5500 livres; and in the event, foreseen by petitioner, that the said bill of exchange would be protested, the undersigned, in aforesaid act under private signature, agreed with Sieur Olivier that the latter would remit to Sieur Braquier the said amount of 4000 livres, and to Sieur Destrehan, petitioner's attorney, the balance of 1500 livres;

That said bill of exchange is at present in the hands of Mr. Neau, Shipmaster, who caused citation to be served on the drawer for the payment of the bill of exchange together with discount and rediscount amounting to 33 per cent and making a total of 6685 livres in principal and interest;

That Sieur Caminada replied to Sieur Neau that on September 13, 1756, Mr. Le Bretton, in payment for the aforementioned property, had given him credit for the said bill of exchange dated February 11, 1756, and therefore he must be released, from said date of September 13, 1756, with respect to said bill of exchange;

That such an answer is without foundation and unbecoming for a merchant, who knows that, according to the King's decree, the drawer of a bill of exchange is responsible for his draft and for all expenses resulting from the protest of same.

For all the foregoing considerations, petitioner prays that it may please Your Excellency to reject the demands of Sieur Caminada. And justice will be done.

New Orleans, October 4, 1763. (Signed) : Le Bretton.

October 4.

No. 8489. 24 pp.

Petition by Louis Cezaire Le Bretton for convening of family meeting to deliberate upon three subjects affecting his minor children by his marriage with his first wife, Marguerite Chauvin de Lafreniere.

**Petition** to His Excellency Jean Jacques Blaize D'Abbadie, Councillor of the King, Commissioner General of the Marine, Intendant of the Province of Louisiana and First Judge of the Superior Council of said province:

Sieur Louis Cezaire Le Bretton, Councillor of the Bureau of Currency of Paris, at present in this city, has the honor to represent:

That before he and his wife, the late Madame Marguerite Chauvin Lafreniere, left this colony for France, in the year 1758, petitioner and his said wife sold to Sieur George Gachinard, merchant of this city at that time, a parcel of ground and building thereon, situated on Conty Street, according to act of sale passed before Master Chantalou, Notary, on June 1st of the aforesaid year, for the price of 14,000 livres, payable in France within six years, in gold or silver currency accepted as legal tender in La Rochelle, together with a yearly sum of 800 livres, also in gold or silver specie, to be paid at the vendor's domicile, and to be considered as rental, and not otherwise, according to a specific clause set forth in the said act of sale, said payment to start from September 1, 1758;

That some time afterwards Sieur Gachinard also went to France and left the said property in the care of Sieur Francois Durant, his brother-in-law, and paid to petitioner the said rental for the first year;

That after *Sieur Gachinard's* death, which soon followed, his succession having fallen into insolvency, petitioner used all lawful means for the purpose of obtaining payment of said rental and of the price of the said property as well;

That the creditors of the *Gachinard* succession, by virtue of proper proceedings, forced the estate of the said deceased to make a distribution, and petitioner came against the movable effects, in reference to his claim for rent, approximately 160 livres, and had recourse to his special mortgage on his lot of ground and house thereon situated in this city, for the purpose of either regaining possession of same, or of causing the same to be judicially sold, as the undersigned saw fit;

That afterwards petitioner conferred in *Rochefort* with all the coheirs of the *Gachinard* succession, who recognized the justice of petitioner's claims and sent procuration to the above-mentioned *Sieur Francois Durant*, *Gachinard's* brother-in-law, and wrote him to act in behalf of petitioner and to the latter's satisfaction if possible;

That on June 28, 1758, petitioner and his aforesaid wife sold to *Monsieur Louis Piot De L'Aunay (Delaunay)*, inhabitant of this colony and captain of the militia, and to *Madame Jeanne Picquery*, his wife, duly authorized by him, the plantation situated on this side of the River, about two leagues above the city, consisting of thirty-two arpents frontage by sixty arpents in depth, adjoining on one side the property of *Mr. Bellair*, and on the other side a landed property of ten arpents belonging to petitioner's wife; the said plantation having been sold together with all its buildings and appurtenances and twenty-two head of slaves, the whole according to an act executed before *Master Chantalou* on June 28, 1758, to which act an inventory and appraisement, approved and signed by the contracting parties, was annexed, for the price of 174,300 livres, payable within eight years, starting from August 1, 1758, and ending on August 1, 1766, the said payment to be made to the vendors in Paris, or anywhere else in France, where they would have fixed their domicile, in gold or silver specie accepted as legal currency in France, or by means of letters of exchange issued by the Treasury of this Colony upon the Treasurers of the Colonies (of Paris); and, in consideration of said long term of payment, the said purchasers bound themselves in solido to pay and remit every year to the vendors at their domicile and in the same specie hereinabove specified the sum of 8750 livres *Tournois*, starting from August 1, 1758, and continuing from year to year until August, 1766, as it is set forth in detail in the said contract; so that, on August 1st next, there will be due five years of arrears amounting to the sum of 43,575 livres; yet petitioner was unable to obtain any of said arrears, while he was in France, no matter how urgent was his need of money, and in spite of all lawful



proceedings taken by him, and of all the summons petitioner had caused to be served upon the said purchasers, at their elected domicile, at the residence of Monsieur Gilbert, merchant of La Rochelle;

That on September 9, 1758, petitioner together with his said wife made an exchange with Sieur Francois Caminada, merchant and officer of the militia of this city, and transferred to him a parcel of ground known as the Maitairie (Metairie) situated in the cypress grove of Lake Pontchartrain, near the village of the Colapissas, adjoining on the one side the property of Sieur Desruisseaux, and on the other side the property of Sieurs Chauvin Beaulieu and Montplaisir, measuring forty arpents frontage by the ordinary depth, running north of Lake Pontchartrain, together with all buildings, huts, sheds, pens and fences, and together with one hundred horned cattle, all the horses and mares and three slaves thereon;

That petitioner received from Sieur Caminada one property, which he had purchased from Sieur Caresse, situated at a distance of five leagues from Bayonne, the value of which was set at 68,000 livres, against the 50,000 livres set as the value of the said "Maitairie", so that petitioner paid to Sieur Caminada the sum of 18,000 livres, in settlement of the transaction;

That, upon his arrival at Bayonne, petitioner discovered that the said property was situated at Belocq, five leagues from Bayonne, that its value was 16,000 livres, at the most, and that it was mortgaged for the amount of 17,000 livres; whereupon petitioner wrote to his attorney, in this city, explaining the matter, and the aforesaid contract of exchange was annulled; consequently Sieur Caminada refunded the 18,000 livres he had received together with interest, and petitioner regained possession of the said "Maitairie" and all its appurtenances;

That the said Madame Catherine Chauvin de Laffreniere, petitioner's first wife, died on September 23, 1759, and, on the following 24th of October, an inventory was made of the community property, which inventory was examined and verified on August 21, 1761, when there were entered in the same the following items:

1—The sum of 14,000 livres owed by Sieur Gachinard on the aforesaid property situated in this city;

2—The sum of 174,300 livres owed by Sieur Delaunay and his wife on account of the said plantation, together with all slaves, cattle and appurtenances;

3—The sum of 68,000 livres on account of the "Maitairie" exchanged with Sieur Caminada for property in France;

That petitioner had four children by his first wife, the said Madame Catherine Chauvin de Laffreniere; and, after her death,

he married Demoiselle Thereze Berthelin, by whom he had two children.

Therefore petitioner feels that it is his duty seriously to undertake to set all his affairs in good order, for the purpose of avoiding and preventing, in the event of his death, all cause of litigation between the children of his two marriages, and the consequent disunion in the family. And, in order to attain his purpose, petitioner prays that it may please Your Excellency to allow him, in his capacity of tutor of his children by his first marriage, to convoke the relatives and friends of said minors for the purpose of giving their advice and deliberating on the three following subjects, the said family meeting to be held before a Commissioner whom Your Excellency may be pleased to appoint, and in the presence of the Procureur General of the King; namely:

**First Subject:**

Whether it is to the best interest of the minors to regain possession, in kind, of the lot of ground and building thereon sold to the late Sieur Gachinard for the sum of 14,000 as hereinabove explained; or to dispose of same by judicial sale. It is probable that the first course will appear to be the advisable one, since, by repossessing the property, without forfeiting the claims against the Gachinard succession, with respect to the matured rentals, and by leasing same, this would be a source of assured revenue for the minors; while, by selling it, the proceeds whereof would simply be in the form of colonial currency, which, by itself, would not give any revenue, and, on account of the immense and exorbitant discredit to which it has fallen, it only holds out vague hopes as to its future value. As a matter of fact, who knows what might be the fate of this paper? It would therefore be equivalent to leaving what is certain and taking what is uncertain. It seems then unquestionable that it is better to take back the property in question and to keep it for account of the first community until better economic conditions shall have been established, save better advice of the relatives and friends of the minors.

**Second Subject:**

Petitioner explained hereinabove that on August 1st next there will be due by Mr. de L'Aunay (Delaunay) to the community between petitioner and Madame de la Freniere the sum of 43,575 livres, for five years interest on the principal of 174,300 livres, which represents the purchase price of a plantation and slaves thereon, as above alleged, both principal and interest to be paid in France in gold or silver currency.

In view of the fact that Sieur Delaunay has been thus far unable to provide for any payment, and in view of the impossibility, admitted by him and easily anticipated, of his paying the arrears in interest, how could he find the means to pay the

principal? Anyhow, petitioner shall take all lawful steps to compel him to pay said arrears in complinace with the clauses set forth in the contract of sale. Consequently the said relatives and friends will be pleased to deliberate, in the event that Sieur de Launay should be insolvent with respect to the arrears in question, whether it is better to annul amicably, or by order of the Court, the said contract of sale in behalf of the said first community; and likewise to deliberate whether it would be advantageous to dispose of the aforesaid property by judicial sale, recalling, in this respect, the considerations above expressed in reference to the colonial currency.

### **Third and Last Subject:**

Petitioner has the honor to point out that if in the inventory of the first community, taken after his first wife's death, there has been entered, amongst the assets, the sum of 68,000 livres due by Sieur Caminada for the above explained exchange of properties, this was due to the fact that the inventory was made on October 24, 1759, and the verification of same was made on August 26, 1761, when knowledge of the annulment of the said contract of exchange, which annulment took place on March 30th of same year, had not yet been received, and petitioner's first wife was still living; and although the said "Maitairie" had fallen again into the ownership and possession of the first community, the relatives and friends of the minors are hereby respectfully requested to ratify the said annulment.

Now petitioner has the honor to represent: That, having purchased a track of land in France and having also purchased the Office of Councillor of the Bureau of Currency, he still owes a considerable amount of money on account of said purchases, and has to pay high interest on said indebtedness; and that finding himself with no means with which to discharge the said obligations and with which to provide for the maintenance and education of his children, he was compelled to return to this colony for the purpose of collecting money due him on account of sales hereinabove mentioned; but he was unable to raise any funds and he cannot fulfill his engagements if he is not authorised to sell the "Maitairie" in question, which at present is the only property he could dispose of for an advantageous price. Wherefore petitioner prays the said relatives and friends to deliberate upon this subject.

All the foregoing representations are made for the purpose of enabling petitioner to act with all the wisdom, justice and equity becoming a father in a manner calculated to make it possible for him to render a provisional account to Mr. de Laffreniere, maternal uncle and curator of said minors, showing the portion due to each minor in the revenue of the property of the first community.



Wherefore petitioner requests and it may please Your Excellency to order that a meeting of the relatives and friends be convened to deliberate on the subject matter of the present petition. And Your Excellency will do right.

New Orleans, July 30, 1763. (Signed) : Le Bretton.

Above petition  
referred to the  
acting Procureur  
General.

**September 24, 1763.**—As the Procureur General of the King is the maternal uncle and curator of the minors, let the above petition be referred to the acting Procureur

General of the King.

New Orleans, September 24, 1763. (Signed) : Dabbadie.

Recommendation  
of De la Place,  
acting Procureur  
General.

**September 24, 1763.**—I request, in the King's name, that the relatives, and, in their default, the friends of the said minors be convened before such Commissioner as it may please Your Excellency to appoint, and in the presence of the acting Procureur General of the King, to deliberate on the above petition; the whole to be reported to the Superior Council for such judgment as it will see fit to render.

New Orleans, September 24, 1763. (Signed) : De la Place.

Foucault appointed  
Commissioner on the  
case, and convening  
of family meeting  
directed.

**October 3, 1763.**—Let the family meeting, as prayed for, be convened before Monsieur Foucault, Councillor, appointed Commissioner in this case, and in the presence of the acting Procureur General of the King.

New Orleans, October 3, 1763. (Signed) : Dabbadie.

Summons for the  
family meeting  
served on the  
relatives and  
friends of the  
minors.

**October 3, 1763.**—By virtue of the above order and at the request of Mr. Louis Cezar Le Bretton, Councillor of the Bureau of Currency in Paris, who is now in this city, where he elected domicile, in his residence, the undersigned, Marin Pierre Bary, Crier of the Superior Council of Louisiana, served summons on the following relatives and friends of the minor children of Sieur Le Bretton and Madame Marguerite Chauvin Lafreniere, to-wit:

First, Mr. Le Bretton, father and tutor of said minors, at his domicile elected in this city, and by speaking to him personally; Mr. Desilets, Coast-guard Captain, first cousin of said minors; Mr. Boisclair, Coast-guard Captain, first cousin of said minors; Mr. Villeré, cousin of said minors; Mr. De L'hommes, officer of infantry, first cousin by marriage of said minors; Mr. De Noyan, fourth cousin of said minors; to appear, tomorrow, Tuesday, October 4th, at three o'clock in the afternoon, in the Office of Monsieur the Procureur General of the King, before Monsieur Foucault, Councillor Commissioner in this case, to express their

advice and to deliberate on the subject matter of the above petition; and to each one was delivered a copy of the present summons, so that none might claim ignorance of same.

(Signed): Bary.

Deliberations of  
the family meeting.

**October 4, 1763.**—On October 4, 1763, at three o'clock P. M., before Monsieur Nicolas Denis Foucault, Second Judge of the Superior Council, appointed Commissioner in this case, and in the presence of the Procureur General of the King, and of the Clerk of the Council, personally appeared:

Monsieur Louis Cezaire Le Bretton, Councillor of the Bureau of Currency in Paris, who declared that by virtue of the order issued beneath his petition on October 3rd by Monsieur Dabbadie, Commissioner General of the Marine, Intendant and First Magistrate of the Province of Louisiana, he had caused summons to be served on Messrs. Nicolas Chauvin de la Freniere, Procureur General of the King; Desilets, Coast-guard Captain; Boisclair, Coast-guard Captain; Villeré; Delhommes, officer of infantry; De Noyan and Belair, all relatives, either paternal or maternal, of the said minors, who are: Messrs. Gracien, Jean Baptiste des Chapelles, Joseph and Victoire Le Bretton, and whose Curator is their maternal uncle, the aforesaid Sieur Nicolas Chauvin de La Freniere; the abovementioned Messrs. Desilets and Boisclair being first cousins of the said minors; Messrs. Delhommes, De Noyan and Villeré being cousins by marriage of said minors; and Mr. Belair being a second cousin of said minors.

All the said relatives having been summoned to express their opinion and advice in behalf of the minors in reference to the following questions:

First: whether it is to the best interest of the minors to take back, in kind, the property composed of a parcel of ground and house thereon sold to the late Sieur Gachinard for the sum of 14,000 livres; or to dispose of same, together with the other effects of the succession, by judicial sale, without reservation; and, the first course being advised, if it is convenient to lease the said property, or to dispose of same by sale, the abnormal situation in the colony and the uncertainty of the colonial currency being considered;

Secondly: whether it is more advantageous for the minors, considering the difficulty of obtaining payment by Sieur Delaunay of the principal, amounting to 174,300 livres, and the still greater difficulty of obtaining payment of the other sum of 43,575 livres, representing the arrears in interest, of which the appearer was unable to collect one sol despite all legal proceedings instituted by him at Delaunay's domicile-elect in France, whether it is more advantageous to annul, in an amicable manner, or by Court judgment, the contract of sale executed before Master Chantalou, for-

mer Royal Notary, on June 28, 1758, or to dispose of the property in question by judicial sale without reservation;

Thirdly: whether it is more beneficial to the minors that the family meeting approve the annulment already effected of the contract concerning the exchange executed with Sieur Caminada of the "Maitairie" for Sieur Caminada's landed property in France, which was valued at 68,000 livres in the exchange, while its real value was 16,000 livres, and in addition it was burdened with a mortgage? The said annulment was performed by the appearer's attorney-in-fact in Louisiana during the lifetime of the late Madame Catherine Chauvin de Lafreniere, appearer's first wife, and the said sum of 68,000 livres was entered in kind in the inventory taken after Madame Chauvin de Lefreniere's death, as well as in the verification of said inventory, as at that time no news had been received concerning the said annulment, which took place on May 30, 1761, while the said verification was made on August 26th of the same year. If it should not be considered advisable to sell the said "Maitairie", so that appearer might use the proceeds thereof to settle the heavy indebtedness he contracted for the purchase of his Office in Paris. . . . (Here part of the document is missing; and the continuation shows part of the advice of Sieur De Lhommes, as follows:)

*Advice of De Lhommes.* . . . That Sieur Le Bretton take back the land and other properties sold to Mr. De Launay, in view of the scant hope for any payment of the principal and arrears, as it was explained; but, nevertheless, Sieur Le Bretton shall undertake all legal means to obtain payment of the arrears up to the date of the restoration on the property, in execution of the clauses and conditions inserted in the act of sale.

In reference to the Third Subject, the undersigned is of opinion that the annulment of the contract of exchange of the "Maitairie" should be approved, and that Mr. Le Bretton should be authorised to sell the said property in conformity with all proper formalities; and that the 18,000 livres returned to him be credited to the first community.

(Signed): Dé Lhommes.

*Advice of Belair.* Monsieur de Belair's advice, concerning the First Subject, is that Mr. Le Bretton repossess the house sold to Sieur Gachinard and institute proper legal proceedings to secure payment of the rentals due.

With reference to the Second Subject, the undersigned thinks that the sale made to Mr. Delaunay shall remain in force until the expiration of the term set forth in the contract, with all mortgages retained; and, as to the arrears due, Monsieur Le Bretton shall resort to all legal means to collect same, in compliance with the act of sale.



With respect to the Third Subject, the undersigned signifies his approval of the annulment, carried out by Monsieur Destrehan, acting as attorney-in-fact for Mr. Le Bretton, of the contract of exchange with Sieur Caminada relating to the "Maitairie"; consequently Mr. Le Bretton will have authority to dispose of same by judicial sale in conformity with the prescribed formalities; and the 18,000 livres paid back by Sieur Caminada shall be part of the estate of the first community as soon as the colonial currency shall have settled following the adjustment of the financial situation.

(Signed): Bellair, Jr.

Whereupon the aforesaid and undersigned Councillor Commissioner ordered and does order, with the consent of the acting Procureur General of the King, that the present opinions and advice expressed by the said relatives of the Le Bretton minors be referred to the Council, so that it may order as it might see fit.

Given in the Office of the Procureur General of the King.

(Signed): Chauvin de Lafreniere; Le Bretton; Chauvin Boisclair; Chauvin Desillest; Villeré; Bellair, Jr.; Délhommes; De la Place; Foucault; Garic, Notary.

(Signed, in margin of one page): Devergés; De Reggio; Ducros.

(Translator's Note:—The following document, dated September 14, 1763, is the answer to the citation of Le Bretton, dated July 30, 1763. Therefore, this is not the right place for this document, which is entered here because it was found in the same folder with the foregoing documents.—G. L.)

Delaunay's response  
to Le Bretton's  
citation relative  
to execution of act  
of sale of a  
plantation.

**September 14, 1763.—Petition to Their  
Excellencies of the Superior Council of the  
Province of Louisiana:**

In answer to the citation of Monsieur Le Bretton, plaintiff, concerning the payment of the sum of 174,000 livres, as the purchase price of a plantation sold by Mr. Le Bretton to the undersigned, the latter has the honor to represent:

That the adverse conditions created in this colony by the war, together with the suspension of the issue of letters of exchange, had the effect of entirely putting it out of the undersigned's power to provide payment for both the principal and the interest on said obligation, since he could not obtain any letter of exchange with which to remit the sum of thirty thousand and some odd livres to Mr. Destrehan, acting under procuration of Sieur Le Bretton.

For the foregoing considerations, and in view of the present slight hope of the undersigned of honoring his obligations; con-

sidering Sieur Le Bretton's desire and willingness to take back his property, which was not impaired, but certainly improved by the undersigned:

The undersigned prays that it may please Your Excellencies to order that the said contract of sale be annulled, this to take place in the presence of the relatives and friends of the minor children of Sieur Le Bretton, expressly assembled for that purpose. Furthermore, the undersigned states that he will settle with Sieur Le Bretton, for the interest due him, upon adjustment of the financial situation of the colony.

New Orleans, September 14, 1763. (Signed): De Launay.

Le Bretton vs.  
Delaunay and wife:  
Petition to recover  
43,575 livres on  
contract of sale  
of land.

**October 8, 1763.—Petition** to Monsieur Jean Jacques Blaise Dabbadie, Councillor of the King in the King's Councils, Commissioner General of the Marine, Intendant of the Province of Louisiana, and

Presiding Judge of the Superior Council of said Province:

Sieur Louis Cezaire Le Bretton, Councillor of the Bureau of Currency in Paris, who is at present in this city, has the honor to represent:

That on June 28, 1758, before leaving this colony for France with the late Madame Marguerite Chauvin de Lafreniere, his first wife, he sold, jointly with his said first wife, to Monsieur Louis Piot de Launay, officer of the Militia of this colony, and to Madame Jeanne Picquery, his wife, duly authorized by him, a plantation situated about two leagues above the city, on this side of the River. . . .

(Here follows a literal repetition of that part of the petition of October 4th which concerns the act of sale of the plantation by petitioner and his wife to Mr. Delaunay.)

All the foregoing considered, petitioner expressed the hope that it may please Your Excellency to allow him to have Sieur Delaunay summoned before the Superior Council at its first session in order that he might be condemned to pay petitioner the arrears due up to August 1st, which arrears amount to the sum of 43,575 livres, to be paid, without delay, in currency of France, or by means of letters of exchange drawn on the Treasurer of the Colonies;

That Sieur and Madame Delaunay be furthermore condemned to pay petitioner, also in French currency, or by means of letters of exchange on the Treasurer of the Colonies, on account of the principal of 174,300 livres, the sum of 50,000 livres, which the said Sieur and Madame De Launay had obligated themselves to remit to France, at petitioner's request, as it is set forth in the said contract, which clause was never complied with. And justice will be done.

New Orleans, October 8, 1763. (Signed): Le Bretton.

Permit to cite.

**October 8, 1763.—Let Citation** issue for the first session of the Council. October 8, 1763. (Signed): Dabbadie.

The acting  
Procureur General  
requests that a  
family meeting  
be convened to  
deliberate on  
above petition.

**October 15, 1763.—I Request**, in the King's name, that the relatives and friends of the Le Bretton minors be again convened before the Commissioner appointed in this case, and in the presence of the acting Procureur General of the King, to deliberate on the Subjects, and that the deliberations of the family meeting be referred to the Superior Council, so that it might render such judgment as it will see fit.

New Orleans, October 15, 1763. (Signed): De la Place.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

October 4.

No. 8490. 33 pp.

Duhommel  
succession:  
Widow Duhommel  
petitions for a  
family meeting  
to select a  
tutor and an  
under-tutor for  
the Duhommel  
minors.

**Petition** to Monsieur Dabbadie, Commissioner General of the Marine and First Judge of the Superior Council of the Province of Louisiana:

Madame Catherine Chauvin de la Freniere, widow of the late Mr. Duhommel De Sertilly, humbly prays that it may please Your Excellency to order that the relatives of the family be convened before a Commissioner, whom it may please Your Excellency to appoint, and in the presence of the Procureur General of the King, for the purpose of selecting a tutor and an under-tutor for the minor children.

New Orleans, October 2, 1763. (Signed): Lafreniere Duhomméel.

Petition granted.

**October 3, 1763.—Let the** above petition be executed before Monsieur de Launay, appointed Commissioner in this case, and in the presence of the acting Procureur General of the King.

New Orleans, October 3, 1763. (Signed): Dabbadie.

Summons for the  
family meeting  
served by the  
Sheriff.

**October 3, 1763.—On October 3, 1763**, in the afternoon, by virtue of the above order, and at the request of Madame Catherine Chauvin De la Freniere, widow of the late Mr. Louis Duhommel De Sertilly, citations were delivered by the Sheriff and Crier of the Superior Council to the following relatives of the Duhommel minors, to-wit:

First, Madame Catherine Chauvin De la Freniere, mother of the said minors, at her residence, where she elected domicile; Monsieur De la Freniere, Procureur General of the King, maternal uncle of the minors, in his office, where he elected domicile;



Monsieur Le Bretton, Councillor of the Bureau of Currency at Paris, uncle by marriage of said minors, at his residence in this city, where he is at present; Monsieur Boisclair, Coast-guard Captain, first cousin of said minors, at his residence in this city; Monsieur Dezillest, Coast-guard Captain, first cousin of said minors, in this city, and at his residence; Monsieur De Noyan, second cousin of said minors, at his residence in this city; Monsieur De Chavoy, former Infantry Captain, and Knight of the Royal and Military Order of St. Louis, residing in this city, at his residence: to appear tomorrow, October 4th, at eleven o'clock in the morning, in the office of Monsieur the Procureur General of the King, before Monsieur Delaunay, Commissioner in this case, and in the presence of the acting Procureur General of the King, for the purpose of expressing their opinion in reference to the selection of a tutor and an under-tutor for the said minors; and to each one, separately, a copy of these presents was delivered, so that no one might claim ignorance of same.

(Signed): Bary.

Madame Duhommel,  
unable to attend  
family meeting,  
expresses her  
advice by letter.

**October 4, 1763.—To Monsieur Delaunay, Councillor of the King, in his Office:**

Monsieur: My daughter's illness does not allow me to leave her and I beg you to receive my advice by this writing. I shall accept the decision of the assembly of the relatives and shall comply with the order of the Court.

I have the honor to be, Sir, Your obedient servant.

October 4, 1763. (Signed): Lafreniere Duhomméel.

Deliberations  
of the family  
meeting.

**October 4, 1763.—On October 4, 1763,** at ten o'clock in the morning, on request of Madame Catherine Chauvin de La Freniere, widow of the late Monsieur Louis

Duhomel de Sertilly; and by virtue of the order, issued yesterday, by Monsieur Dabbadie, Commissioner General of the Marine, Intendant and Presiding Judge of the Superior Council of the Province of Louisiana, which order, written beneath Madame Lafreniere's petition, directed that the relatives of the family be convened for the purpose of selecting a tutor and an under-tutor for the minor children of petitioner and the late Sieur Duhommel;

Before the undersigned, Monsieur Louis Piot de Launay, Councillor Commissioner in this case, and in the presence of Monsieur de Laplace, acting Procureur General of the King, and assisted by the Clerk of said Council, personally appeared the said Madame Catherine Chauvin de La Freniere, who stated that she had caused the following to be summoned:

Monsieur Nicolas Chauvin de La Freniere, Councillor and Procureur General of the King, maternal uncle of said minors;

Monsieur Le Bretton, Councillor of the Bureau of Currency at Paris; Monsieur Boisclair, Coast-guard Captain; Monsieur Desilets, Coast-guard Captain; Monsieur De Noyan; Monsieur De Chavoye, Knight of the Royal and Military Order of St. Louis, former Captain of Infantry; Monsieur Joseph Antoine De Ville Ré (Villeré): all relatives, either paternal or maternal, of the minors, Sieur Louis Nicolas Duhommel and Demoiselle Louise Duhommel, namely:

Sieur de La Freniere, maternal uncle, as it is stated above; Le Bretton, uncle by marriage; Boisclair and Desilets, first cousins; De Noyan, son of a first cousin of said minors; and De Chavoye: on all of whom citations were served by Pierre Marin Bary, Sheriff, on October 3rd.

Whereupon, on the said October 4th, there appeared the said Messrs. de La Freniere, le Bretton, Boisclair, Desilets, De Noyan and De Chavoye; and having promised, under oath, that they would give their honest and sincere opinion, they expressed their advice on the subject matter of the aforesaid petition as follows:

Madame Catherine Chauvin de La Freniere declared that she would abide by the decision of the family assembly; and all the other appearers stated, without a dissenting voice, that they designated the said Madame Catherine de La Freniere, mother of said minors, as their tutrix, and Monsieur De La Freniere, Procureur General of the King, as their under-tutor, both being considered capable of managing, administering and taking care of the persons and property of said minors.

Whereupon the aforementioned and undersigned Councillor Commissioner ordered that the said Madame Catherine Chauvin de La Freniere shall be the tutrix for the said minors for the purpose of taking care of their persons and of managing and administering their property; and that Monsieur de La Freniere, Procureur General of the King, shall be the under-tutor, in accordance with the deliberations of the family meeting, which deliberations were duly homologated by the undersigned, so that they might obtain their full and complete effect and be executed in their form and tenor.

The said tutrix and under-tutor, by these presents, voluntarily accepted their respective offices, promised to perform their duties, and were duly sworn in.

(Signed): Lafreniere Duhomméel, tutrix; Chauvin Lafreniere, under-tutor; Le Bretton; Chauvin Boisclair; Villeré; D. Chauvin Dezillet; De la Place; De Launay, Garic, Clerk.

Widow Duhommel  
petitions for  
order to take  
an inventory of  
community property,  
since her husband  
is reported to  
have died in  
England.

**October 14, 1763.**—Petition to Monsieur Dabbadie, Commissioner General of the Marine and Presiding Judge of the Superior Council of Louisiana:

Madame Catherine Chauvin de Lafreniere, widow of the late Mr. Duhommeel De Sertilly, in his lifetime officer of the colonial troops, has the honor to represent:

That she has not received positive news of the death of Mr. Duhommeel, her husband, who is reported to have died in Old England;

That for the past three months petitioner has desired to have an inventory made of all the assets of the community between her and the said late Mr. Duhommeel; and she prays that it may please Your Excellency to order that an inventory be taken before such Commissioner as it may please Your Excellency to appoint, and in the presence of the acting Procureur General of the King, of all assets, titles, deeds and papers which might concern the aforesaid community of property.

And right will be done.

New Orleans, October 14, 1763. (Signed): Chauvin Lafreniere, widow Duhomméel.

Petition granted.

**October 14, 1763.**—Let the prayer of the above petition be granted, and let an inventory be taken before Monsieur de Lalande, Councillor of the Superior Council, appointed Commissioner in this case, and in the presence of the Procureur General of the King.

New Orleans, October 14, 1763. (Signed): Dabbadie.

Inventory of the  
assets of the  
Duhommel succession.

**November 2, 1763.**—On November 2, 1763, at three o'clock in the afternoon, on the request of Madame Catherine Chauvin Lafreniere, widow of the late Mr. Duhommel de Sertilly, in his life-time officer of infantry; and by virtue of the order of October 14th of Monsieur Dabbadie, Commissioner General of the Marine, "Directeur General du Comptoir" of this city, and Commanding Officer under Royal Commission in the Province of Louisiana, and First Magistrate of the Superior Council; the undersigned, Monsieur Charles Marie de Lalande D'Appremont, accompanied by the acting Procureur General of the King and by the Clerk of the Council, repaired to the residence, situated in this city, of Madame Lafreniere to make the following inventory, descriptoin and appraisalment of all the effects left by the late Sieur Duhomel, the said appraisalment being made by Pierre Marin Bary, appraiser, to-wit:

First, there were found there: one box-spring covered with cotton ticking, one featherbed, one mattress, one bolster, one quilt, one mosquito-bar, one cypress bedstead; the whole appraised at 300 livres: .....

300- -



Item: one cypress double-door wardrobe closing with lock and key, appraised at 60 livres:.....	60-	-
Item: four cane chairs, two cane armchairs furnished with their cushions of cotton cloth, appraised at 100 livres:.....	100-	-
Item: one inlaid walnut couch with its mattress and bolster of calamanco, appraised at 130 livres: .....	130-	-
Item: nine walnut chairs, appraised at 60 livres: .....	60-	-
Item: two curtains and two portières of cotton cloth with their rods, appraised at 140 livres: .....	140-	-
Item: two pairs of andirons and two pairs of tongs, appraised at 40 livres:.....	40-	-
Item: one small cypress buffet, two cypress tables, one kitchen safe, two medium-sized wash-tubs, the whole appraised at 160 livres:.....	160-	-
Item: eight iron kettles of different sizes, appraised at 60 livres:.....	60-	-
Item: one frying-pan, one gridiron and one skewer, the whole appraised at 40 livres:.....	40-	-
Item: one pair of andirons for the kitchen, two dozen Fayence dishes, six ornamented plates, and two salad-bowls, the whole appraised at 140 livres: .....	140-	-
Item: twelve silver covers, twelve knives with silver handles, the whole weighing twenty-three marcs, three ounces and two gros, appraised at 45 livres per marc, and making a total of 1053 livres, 1 sol, and 10 deniers:.....	1053-	1- 10-

**Documents:**

First: one promissory note of Sieur de Ville Ré (Villeré) for the sum of 4025 livres, payable in France, in the month of May, 1764:.....	4025-	-
Item: the sum of 12,525 livres in colonial currency notes: .....	12525-	-
Item: one mortgage note of Sieur de Villeré, dated October 6, 1763, for the sum of 27,840 livres, payable in France:.....	27840-	-
Item: one mortgage note of Sieur and Madame De La Cheize (Chaise), dated October 7th last, for the sum of 96,800 livres, payable in France in the month of May 1770:.....	96800-	-
Item: one draft on the Treasurers General of the Colonies, for the sum of 11,000 livres:.....	11000-	-
Item: another draft drawn on the Treasurers General of the Colonies, for the sum of 13,000 livres: .....	13000-	-

**Real Estate:**

Two full vacant lots of ground situated on Royal Street at the corner of Hospital Street: .....- for Memorandum-

The foregoing having been done, and nothing else having been found, the said Madame widow Duhomméel declared that the community between herself and her late husband owed the following amounts:

**Debts:**

First: that there was due to Monsieur de La Freniere the sum of 7000 livres:.....- for Memorandum-

Item: that there was due to Monsieur Brunet of Paris the sum of 26,200 livres:.....- for Memorandum-

Item: that there was due to Monsieur Moulin the sum of 1400 livres:.....- for Memorandum-

Item: that there was due to Monsieur Chouchot the sum of 1000 livres:.....- for Memorandum-

The foregoing having been executed from three to six o'clock in the afternoon, and it having been ascertained that there was nothing else to be inventoried, the whole of the effects enumerated, namely, the furniture, the silverware and the real estate, were left, with the consent of Monsieur de Laplace, acting Procureur General of the King, in the possession of Monsieur de La Freniere, under-tutor and tutor ad hoc in this colony for the minors.

And the documents, obligations, drafts, notes and currency were entrusted to Madame Duhomel, in view of her early departure for France; and both have voluntarily accepted the trust and promised to produce same whenever requested so to do by the Court.

And forthwith the said Madame Catherine Chauvin de La Freniere appeared before the undersigned Councillor Commissioner and declared, under oath, that she had no knowledge of any other effects or assets belonging to the aforesaid succession and community between herself and her late husband, besides those entered in the foregoing inventory. In compliance with her request, a copy of said declaration was granted to her.

Whereupon the said inventory was closed in this city of New Orleans on the day, month and year hereinabove stated.

(Signed): Chauvin La Freniere widow Duhomméel; De la Place; Chauvin de Lafreniere; Garic, Notary.

Widow Duhomméel's  
instructions to  
her brother.

**Statement** relating to the effects that were left in my possession and which I request my brother (Nicolas Chauvin de Lafreniere, Procureur General of the King) to dispose of after my departure (for France):

Here follows the list of the household effects and utensils set forth in the above inventory. Then, in a memorandum form, mention is made of:

Two lots of ground situated at the corner in the rear of the property of the Ursuline Nuns;

One promissory note of Monsieur Villeray, for the sum of 4025 livres, payable in France, in the month of May next;

Fourteen thousand livres, in paper currency which I leave to my brother;

Two acts of mortgage in the Registry, together aggregating the sum of 125,000 livres, to be paid in the month of May, 1770;

10 coffee-spoons, 4 serving spoons, one large plate;

One draft for 11,000 livres on France;

One draft for 13,000 livres on France.

(The above "Statement" is unsigned.)

Madame Duhommel petitions for a family meeting to select a tutor to manage the colonial property of petitioner and her minor children.

**November 7, 1763.—Petition** to Monsieur Foucault, Commissioner and Controller of the Marine, and acting Presiding Judge of the Superior Council of Louisiana:

Catherine Chauvin de Lafreniere, widow of the late Sieur Duhommel, had the honor to represent: That she was appointed tutrix of her minor children, and that she has caused an inventory to be made of the assets of the Duhommel succession and of the community between herself and her late husband;

That she is now on the point of sailing for France, and, as a Decree of Louis XV provides that different tutors must be appointed in France and in the Colonies, petitioner prays that it may please Your Excellency to order that a family meeting be convened to select a tutor to watch over and administer the property belonging to petitioner and to her minor children in this colony. And right will be done.

New Orleans, November 7, 1763. (Signed): Chauvin Lafreniere widow Duhomméel.

Petition granted.

**November 7, 1763.—Let the family** meeting of relatives, and in their default, of friends of the Duhommel minors be convened before Monsieur de la Lande, Councillor Commissioner in this case, and in the presence of the acting Procureur General of the King, to deliberate on the selection of a tutor and of an under-tutor for the said minors, for the purpose of supervising and managing the minors' property situated in this colony.

New Orleans, November 7, 1763. (Signed): Foucault.



Summons for the family meeting.

**November 7, 1763.**—By virtue of the above order and at the request of Madame Catherine Chauvin Delafreniere, widow of the late Mr. Duhommel, acting in her capacity of tutrix of her minor children, the undersigned, Marin Pierre Bary, Sheriff of the Superior Council, served summons upon the following relatives and friends of said minors:

Monsieur Nicolas Chauvin Delafreniere, Procureur General of the King, maternal uncle and under-tutor of said minors; Monsieur Le Bretton, Councillor of the Bureau of Currency in Paris, maternal uncle by marriage of said minors; Monsieur Desillest, Coast-guard Captain, first cousin of said minors; Monsieur Bellair, first cousin of said minors; Monsieur Delhommes, officer of infantry, first cousin of said minors; Monsieur Delery, Coast-guard officer, first cousin of said minors; Monsieur Boisclair, Coast-guard Captain, first cousin of said minors; to appear tomorrow, Tuesday, November 8th, before Monsieur Delaunay, Commissioner in this case, in his office, and in the presence of the acting Procureur General of the King, to express their opinion in reference to the selection of a tutor and an under-tutor for said minors.

And to each one, separately, was delivered a copy of the present summons. (Signed): Bary.

Desillest sends his advice in writing.

**November 8, 1763.**—Gentlemen: My advice is that Monsieur Lafreniere be appointed tutor and Mr. De Lery under-tutor, in reference to the petition filed by Madame Duhomel.

I have the honor to be most sincerely, Gentlemen: Your very humble and very obedient servant. (Signed): Desillest.

(The above advice is undated, but apparently it was sent on the date of the family meeting, all other documents concerning which are missing.)

Lafreniere, as tutor for the Duhommel minors, petitions for judicial sale of the household goods belonging to the Duhommel succession.

**November 14, 1763.**—Petition to Monsieur Foucault, Commissioner and Controller of the Marine, acting Intendent and acting First Judge of the Superior Council of the Province of Louisiana:

Nicolas Chauvin de Lafreniere, Procureur General of the King before the Superior Council, acting in the name and as tutor ad hoc of the Duhommel minors, his nephews and nieces, concerning their property in this colony, has the honor to represent that there are several pieces of furniture in the residence formerly occupied by Madame the widow Duhommel, petitioner's sister; that the said effects have been inventoried before Mr. Delaunay, Commissioner in this case, and are subject to decay and depreciation.

Wherefore petitioner prays that it may please Your Excellency to order that the said furniture and effects be judicially sold and that the proceeds of sale be delivered to petitioner, in this city, to be kept and administered by him until financial conditions of the colony improve. And right will be done.

New Orleans, November 14, 1763. (Signed): Lafreniere.

Petition granted.

**November 14, 1763.**—Let the furniture mentioned in the above petition be disposed of in accordance with the request of the petitioner, before Monsieur Delaunay, appointed Commissioner in this case, and in the presence of the acting Procureur General of the King.

New Orleans, November 14, 1763. (Signed): Foucault.

Judicial sale of  
furniture of the  
Duhommel succession.

**November 14, 1763.**—On November 14, 1763, at the request of Monsieur de Lafreniere, Procureur General of the Superior Council, acting in the name and as tutor ad hoc of the Duhomméel minors; and by virtue of the order of this date of Mr. Foucault:

The undersigned, Monsieur Piot Delaunay, Councillor of the Superior Council, appointed Commissioner in this case, accompanied by the acting Procureur General, and assisted by the Clerk of the Council, went to the residence of Sieur André Renard, situated on Royal Street, where Madame Catherine Chauvin De la Freniere widow Duhomméel was residing, for the purpose of proceeding to the sale and adjudication of the effects of the Duhomméel succession, which sale had been duly and previously advertised, with the usual forms, in every part of the city, and which was carried out as follows:

First: one box-spring covered with cotton ticking, one featherbed, one mattress, one bolster, one quilt, one mosquito-bar, and one cypress bedstead, adjudicated to Sieur Esteve for 960 livres:..... 960- -

Item: one double-door cypress armoire closing with lock and key, adjudicated to Sieur De La Freniere for 400 livres:..... 400- -

Item: four cane chairs, and two armchairs with cushions, adjudicated to Sieur Deschappelle for 255 livres:..... 255- -

Item: one inlaid walnut couch furnished with mattress and bolster of calamanco, adjudicated to Monsieur De Lafreniere for 250 livres:..... 250- -

Item: nine walnut chairs, adjudicatde to Sieur Dumas for 115 livres:..... 115- -

Item: two curtains and two rods and two portières, adjudicated to Mr. De Lafreniere for 160 livres: ..... 160- -

Item: two pairs of andirons and two pairs of tongs, adjudicated to Sieur De Chapelle for 110 livres: ..... 110- -

Item: one pair of andirons, one coal-shovel, and one pair of tongs, adjudicated to Monsieur De Lafreniere for 60 livres: ..... 60- -

Item: eight kettles of different sizes, adjudicated to Sieur De Lomes (Delhommes) for 150 livres: ..... 150- -

Item: one small cypress cupboard, two tables, one kitchen safe, and two washtubs, adjudicated to Sieur De Chapelle for 126 livres: ..... 126- -

Item: one frying-pan, one gridiron, and one skewer, adjudicated to Sieur De Chapelle for 50 livres: ..... 50- -

Item: two dozen Fayence dishes, six ornamented plates and two salad-bowls, adjudicated to Mr. Dechappelle for 126 livres: ..... 126- -

This having been done and nothing else having been found there to be sold, the said sale, the proceeds of which amounted to the sum of 2762 livres, was ordered closed.

(Signed): De la Place; Lafreniere; Bary; De Launay.

Total proceeds of sale: ..... 2762- -

From which are to be deducted:

Commission fee at the rate of 5%: 138- 2-

To the Crier: ..... 2- 10-

To the Drummer: ..... 7- 10- 148- 2

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2613- 18

From which are to be made further deductions as follows:

To the Judge: ..... 10- -

To the acting Procureur General: .. 10- -

For copy of procès-verbal: ..... 7- 10- 27- 10

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2586- 8

Judicial costs  
concerning the  
Duhommel succession.

**Statement** of expenses incurred by the succession of the late Monsieur Duhommel and paid by Monsieur Lafreniere, Procureur General of the King and tutor ad hoc of the Duhommel minors, to-wit:

For the Inventory:

To the Judge for one sitting: ..... 10 - - livres

To the acting Procureur General: ..... 10 - - do

To the Clerk: ..... 10 - - do

To the Sheriff: ..... 5 - - do

For copy: ..... 15 - - do



Expenses of First Family Meeting which selected Madame Duhommel as Tutrix:

To the Judge:.....	10	-	-	livres
To the acting Procureur General:.....	10	-	-	do
To the Clerk:.....	10	-	-	do
To the Sheriff for 7 summons served:.....	10	-	-	do
For copy of procès-verbal:.....	15	-	-	do

Expenses of Second Family Meeting which selected Monsieur Lafreniere as Tutor ad hoc:

To the Judge:.....	10	-	-	livres
To the acting Procureur General:.....	10	-	-	do
To the Clerk:.....	10	-	-	do
To the Sheriff for 7 summons served:.....	10	-	-	do
For copy of procès-verbal:.....	15	-	-	do

Judicial Sale:

To the Judge:.....	10	-	-	livres
To the acting Procureur General:.....	10	-	-	do
To the Sheriff:.....	2	livres	10	sols
To the Drummer:.....	7	do	10	do
For copy of procès-verbal:.....	7	do	10	do
Commission on proceeds of Sale amounting to 2762 livres at the rate of 5%:.....	138	do	2	do

Total:.....334 livres 10 sols

Part of a letter  
from Madame the  
widow Duhommel  
to her brother,  
De Lafreniere.

(Part of the letter is missing, showing evidence of having been torn away.) . . . if it is necessary to have a statement concerning the debts, here it is:

Seven livres to my brother; 26,200 livres to Mr. Brunet; 1400 livres to Mr. Moulin; one hundred pistoles to Mr. Chauchat: the whole, as you know, payable in France, next January 1764, and we have in Normandy 11,000 livres and the draft of Mr. de Tachese for 13,000 livres; here you have all that my children and I possess of substantial property over there, my dear brother, and I pray you, everything that you do in your own behalf take all the necessary precautions so that I may never have to settle account with anyone except you and this I will always do with satisfaction, as I am sure I can rely upon your affection. I embrace you with all my heart and also my dear sister, have patience with my little niece during her suffering. I hope that all will be over by Saturday at the latest. If I could be of any relief I shall be ready any moment. Love always your sister and be sure of all my affection. (Signed): Lafreniere Duhommeél.

(Translator's Note:—The above letter is undated, and there is no indication of the place from which it was written.—G. L.)

October 5.

No. 8492. 5 pp.

David Succession:  
Joseph Ducros,  
Attorney for Vacant  
Estates, petitions  
for permit to go to  
Jotard's residence,  
where Francois  
David died intestate,  
to receive Jotard's  
declaration concern-  
ing the property  
left by deceased.

**Petition** to Monsieur Dabbadie, Commis-  
sioner General of the Marine, Intendant  
of Louisiana, First Judge of said Province:

Joseph Ducros, Attorney for Vacant Es-  
tates, humbly prays and represents: That  
he was informed that one Francois David,  
a Canadian, died intestate at the residence  
of Sieur Jotard, merchant of this city;  
and, as said defunct left no heirs in this  
colony who could testify to what he might  
have left, petitioner prays that it may  
please Your Excellency to allow him to  
repair to the residence of said Sieur Jotard

for the purpose of receiving the latter's declaration concerning  
the property that might have been left by the said late David,  
and for the purpose of drafting a procès-verbal in the event  
that nothing was left by the deceased; the whole to take place  
before such judge as it may please Your Excellency to appoint  
and in the presence of the Procureur General of the King. And  
right will be done.

New Orleans, October 4, 1763. (Signed): Ducros.

Petition granted.

**October 4, 1763.**—Let an order issue as  
prayed for above, and let Monsieur Fou-  
cault be appointed Commissioner in this case, all to be carried  
out in the presence of the Procureur General.

New Orleans, October 4, 1763. (Signed): Dabbadie.

Inventory.

**October 5, 1763.**—The inventory was  
taken on the following day, October 5th,  
and shows only a little personal wearing apparel and effects,  
which were presented to Sieur Chotard (Jotard; Jautard), who  
declared that there was due him, by the succession of the late  
David, 100 livres paid for having the body taken to the cem-  
etery; 30 livres for the coffin; and 50 livres for medical treatment.  
(Signed): Ducros; V. Jautard; De la Place.

Judicial sale.

**October 7, 1763.**—The Judicial sale  
took place on October 7th and brought a  
total of 242 livres, which were delivered to Sieur Ducros, in his  
capacity of Attorney for Vacant Estates, who shall render an  
account of same to whom it may concern. (Signed): De la Place.

October 5.

No. 8494. 4 pp.

Procuration by  
Widow Degrange  
to Jean Baptiste  
de Barry, for  
settlement of  
accounts due her  
in Louisiana.

**Before** the undersigned Councillors of the  
King and Notaries of Bordeaux personally  
appeared Madame Francoise Felicite de  
Riviere, widow of Messire Charles Nicolas  
de Lambert Sieur Degrange, Lieutenant of  
the King, Captain in the Navy, Artillery  
Commandant of the Island and Coast of  
St. Domingo, and Knight of the Royal and  
Military Order of St. Louis, the said Mad-  
ame residing in this city on Saint Do-  
minique Street, parish of Notre Dame.

The said appearer, by these presents, has voluntarily appointed and constituted as her general and special attorney, the capacity of general attorney not to be derogatory to the capacity of special attorney, Monsieur Jean Baptiste de Barry, Captain in the Regiment Dangoumois, and about to leave for Louisiana with his regiment, who also appeared and signified his acceptance, to whom the said appearer granted authority and power to act in her lieu, behalf and name, to receive payments of amounts still due her by the succession of Monsieur Bernard Diron Dartaguette by virtue of an order of the Superior Council of Louisiana rendered on January 8, 1746, against Sieur Claude Joseph Dubreuil Villars, and by virtue of a compromise effected on July 16, 1749, between Sieur André Fabry de la Bruyere, duly appointed attorney of the said Seigneur and Madame de Lambert, and Sieur Pierre Subin Moulin, merchant of Paris, duly appointed attorney of said Sieur Dubreuil de Villars, the said act of compromise having been executed before Jourdain Le Jeune and his associate Notary, for the jurisdiction of Paris.

Consequently the said constituted attorney shall receive and take from said Sieur Dubreuil de Villars, or from his heirs, or from anyone in possession, the amounts set forth in the statement annexed to the aforesaid act of compromise which was ratified by Sieur Dubreuil de Villars on June 5, 1752. And the said attorney shall also receive and collect all interest lawfully due, and will grant discharge for all payments made to him; and in default or refusal of payment of said amounts in principal and interest, the constituted attorney is hereby empowered to execute, against whomsoever it may concern, the order and compromise hereinabove mentioned, to file all necessary oppositions and make all seizures and executions; to cause a judicial sale of the effects under seizure to be made; and, if so required, to appeal or acquiesce; to constitute an attorney at litem, to elect domicile; and in general the constituted attorney will do all that he will deem advisable with respect to the object of these presents, or that circumstances might require, even in cases unforeseen or herewith not contemplated, and even if such cases should require a more special power than the one set forth in this act, which shall remain in force and have full effect despite expiration until expressed revocation.

Done and passed at Bordeaux at the residence of the said appearer on January 30, 1762.

And signed in the original, which remained in the records of Sejourné, one of the aforesaid Notaries: Riviere Lambert Desgranges, principal; Barry, Captain of the regiment D'Angoumois, accepting the said procuration; and the undersigned Notaries.

Collated and verified at Bordeaux on February 1, 1762.

Fo. 50, received twelve sols and six deniers, signed Gaston Loco Mesonet.

(Signed): Dugarry; Sejourné.



**Legalization.**

**February 4, 1762.**—I, the undersigned, Joseph Sebastien de La Roze, Councillor of the King in the King's Councils and of the Court of Bordeaux, Presidial President, General Lieutenant of the Seneschal's jurisdiction of Guienne, Royal Prevot of Lombriere, and Keeper of the Royal Privileges at the University of Bordeaux, do hereby certify that Messrs. Dugarry and Sejourne, who signed the foregoing procuration, are Councillors of the King and Notaries in Bordeaux, and in said capacity they can lawfully execute all contracts and acts to which credit is to be given in and out of Court, in faith whereof I have signed these presents.

Done at Bordeaux in my Office on February 4, 1762.  
(Signed) : Delaroze.

(Translator's Note:—The above document is in Sorbonne script and in perfect state of preservation. It is presented in full translation, as one of the best samples of its kind.—G. L.)

**Substitution and  
subrogation by  
De Barry in  
behalf of Le  
Marquis.**

**October 5, 1763.**—Before the undersigned Counselor and Royal Notary of the Province of Louisiana, residing in New Orleans, personally appeared Monsieur Jean Baptiste Debarry, Captain in the Regiment Dangoumois, who confessed and acknowledged to have, by these presents, subrogated and substituted, in his lieu and stead, Monsieur Le Marquis, Commandant of the Fourth Company of the Swiss Regiment Dalville, to whom the said appearer transferred all the powers granted him by virtue of the foregoing procuration, etc.

Done and passed in the Notarial Office in New Orleans, on October 5, 1763, in the presence of Sieurs Joseph Becat and Pierre Marin Bary, competent witnesses.

(Signed) : Jh. Becat; Bary; Garic, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

(First and second pages paraphed at bottom by Sejourne.)

(Seal at top of first page; and within the seal the following inscription: "Generalité of Bourdeaux—three sols".)

October 5.

No. 8495. 2 pp.

**Deliberations  
of the family  
meeting held  
to select a  
tutor and an  
under-tutor for  
the Renaud  
minors.**

**On October 5, 1763,** at eight o'clock in the morning, at the request of Gabriel Renaud, and by virtue of the order dated September 3rd last of Monsieur Dabbadie, Commissioner General of the Province of Louisiana, Intendant and First Magistrate of the Superior Council:

Before the undersigned, Mr. Jacques de La Chaise, Councillor Assessor, appointed Commissioner in this case, and in the

presence of Mr. de Laplace, Councillor Assessor, acting Procureur General of the King, and assisted by the Clerk of said Council:

Personally appeared the said Gabriel Renaud, who declared that he had caused summons to be issued to Sieurs Mondion, Brazillier, Charles Tarascon, Miranguene, Bailly and Jung, Officer of the Militia, all friends of the Renaud minors, for the purpose of selecting a tutor and an under-tutor for the minors, Jeannot and Francois Renaud;

That the said friends of the Renaud minors appeared together with Sieur Guiory, who was the seventh among them; and, after they had taken an oath sincerely and honestly to express their opinion on the subject matter, they unanimously declared that they designated Sieur Louis Brazillier as tutor, and Sieur Guiory as under-tutor, as they did not know of anyone more capable of taking care of the persons of the said minors and of managing and administering their property; and the two voluntarily accepted their respective offices, gave oath, and promised to perform their duties.

Whereupon the undersigned Commissioner ordered and does order, with the consent of the acting Procureur General of the King, that the deliberations of the said family meeting be referred to the Council, which will render such judgment as it might see fit.

Given in the undersigned's Office, in New Orleans, on the said day, month and year; and all signed, with the exception of Sieur Guyory, Charles Tarascon, and Bahy (Bailly), who declared that they could neither write nor sign.

(Signed): Brasillier; Mondion; Miragoine; Jung; De la Place; Delachaise; Garic, Clerk.

Procureur General  
requests that the  
deliberations of  
the family meeting  
be homologated.

**October 15, 1763.**—I request, in the King's name, that the foregoing deliberations of the friends of the Renaud minors, there being no relatives of the said minors, be homologated and that Sieur Brasillier be charged with the tutorship, and that Sieur Guiory be vested with all rights connected with the under-tutorship of the minors Renaud called St. Laurent.

Done at New Orleans, October 15, 1763. (Signed): Lafreniere.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

October 5.

No. 8497. 3 pp.

Family meeting advises judicial sale of a plantation belonging to the community between Jean Baptiste Aubert and his late wife, Louise Margueritte Bernaudy.

On October 5, 1763, at ten o'clock in the morning, on petition of Monsieur Jean Baptiste Aubert, Captain Aide-Major of this city, acting in the name and as natural tutor of his minor children, issue of his marriage with the late Madame Louise Margueritte Bernaudy; and by virtue of the order of Monsieur Dabbadie, Commissioner General of the Marine, Intendent, and First Magistrate of the Superior Council of Louisiana, rendered on the third of the current

month and written beneath the said petition, which closed with a prayer and the minors' relatives, and in default of relatives their friends, be convened to deliberate on the sale of petitioner's plantation together with twenty-two head of negroes and all other effects and appurtenances;

Before the undersigned, Monsieur Nicolas Denis Foucault, Second Judge of said Council, appointed Commissioner in this case, in the presence of Monsieur de Laplace, acting Procureur General of the King, and assisted by the Clerk of the Council, personally appeared said Sieur Jean Baptiste Aubert, who declared that he had caused the following named persons to be summoned:

Monsieur Aubry, Commandant of the Colonial Troops, Knight of the Royal and Military Order of St. Louis; Monsieur de Grandmaison, Knight of the Royal and Military Order of St. Louis, Town Major of this city; Monsieur Dorville, former Aide-Major of the city; Monsieur Artaud, Knight of the Royal and Military Order of St. Louis, and former Captain of Infantry; Monsieur Guethelin, Officer of the Fourth Company of the Swiss Regiment Dalville; Monsieur Loppinau, Officer of Artillery; Monsieur Doriocourt, former Officer of Infantry: all friends, in default of relatives, of the said minors, who are: Sieurs Jean Baptiste and Annibal, and Demoiselle Marie Euphrosine Aubert.

And summons having been duly served by the Sheriff of the Council on the said members of the family meeting, there personally appeared the following, namely: Messrs. Aubry, Grandmaison, Dorville, Artaud, Guethelin, and Loppinau; all of whom, having promised under oath to give an honest and sincere opinion on the subject matter of the foregoing petition, expressed themselves as follows:

Sieur Aubert said that he would leave it to the decision of the family meeting and abide by its resolutions; and the said minors' friends unanimously declared that in their honest and candid opinion it would be to the minors' best advantage that Sieur Aubert dispose of the said plantation together with all slaves, effects, utensils and appurtenances, as a whole, or that he dispose of said property by separate lots, and to such purchaser



or purchasers, and under such clauses and conditions as he might deem advisable and convenient, he being known to them as an earnest and zealous man, and deeply attached to the minors' interest.

Whereupon, the undersigned Councillor Commissioner ordered and does order, with the consent of Monsieur de Laplace, acting Procurer General, that the deliberations of the family meeting be referred to the Superior Council, which will render such order as it might see fit.

Given in the undersigned's Office, in New Orleans, on said day, month and year. And signed.

(Signed): Aubert; Guetlin; Artaud; Aubry; Loppinot; Grandmaison; D'Oriocourt; Dorville; De la Place; Foucault; Garic, Clerk.

Consent of the  
Procurer General  
to the sale.

**October 15, 1763.**—I consent, in the King's name, that the said plantation, together with slaves, cattle and all servitudes and appurtenances, be disposed of by judicial sale in accordance with all the formalities prescribed by law; that the advice and deliberations of the minors' friends, there being no relatives, be homologated by the Council, and duly registered, so that they may obtain their full effect; and that the funds arising from the sale and belonging to the minors be invested to their best advantage, under the supervision of the Procureur General of the King.

At New Orleans, October 15, 1763. (Signed): Lafreniere.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

October 6.

No. 8498. 2 pp.

Partnership  
contract between  
Pradel and  
Foucault for the  
purpose of  
raising livestock  
and poultry on  
land purchased  
by Pradel from  
the Jesuits.

**Before** the undersigned Counselor and Royal Notary of the Province of Louisiana, residing in New Orleans, personally appeared Monsieur De Pradel, Lieutenant in the King's Navy and Captain of the King's Frigate "Le Salomon"; and Monsieur Foucault, Second Judge of the Superior Council and Commissioner of the Marine.

Which appearers declared that they had agreed to form a partnership for the purpose of raising hogs and sheep and of building barns for them; and to that end the said Sieur Pradel bound himself to furnish the land which he purchased from the former so-called Jesuits, and which the two contracting parties will, at joint expense, fence in so as to prevent the cattle from straying off.

It was further agreed that each of the contracting parties should contribute to the partnership twenty cows and one bull, making altogether forty cows and two bulls.

Furthermore, Sieur Foucault bound himself to put thirty sheep on said land for the benefit of the partnership, it being understood that each of the contracting parties was to contribute fifteen sheep; therefore Sieur Pradel, in consideration of his fifteen, shall account to Sieur Foucault at the rate of twelve livres and ten sols, in currency, per head, upon the former's return from St. Domingo, for which place he is about to sail.

And Sieur Foucault also bound himself to place on said land forty turkey-hens and four turkey-cocks, and Sieur Pradel shall account for his half at the rate of fifty sols for each one. Sieur Foucault shall also furnish sixty hens and four cocks, and Sieur Pradel shall account for his half at the rate of twenty-five sols for each one. And each of the contracting parties agreed to place on said land five hogs, male or female, making a total of ten.

And since Sieur Pradel contributed the land, Sieur Foucault shall furnish, as his equivalent therefor, one negro caretaker, whom he will take back at the end of the partnership, which was to last for three years, unless the contracting parties shall renew it, at its expiration, for another term of three years.

The contracting parties also agreed that the revenues of the partnership shall be divided equally and that they should be kept under the care and management of Monsieur Foucault, who shall keep an accurate account of same.

The contracting parties also agreed that, in order to assure a better vigilance and care of the partnership business, they would place on said land a family of good and reliable people; and, since the parties believe that a German family would answer the purpose better than any other, they agreed that, during Sieur Pradel's absence, Sieur Foucault, in agreement with Sieur Pradel's father, will be allowed to provide and pick out the aforesaid family, which will take care of the entire plantation in general, that is, the land used by the partnership, and the rest of the plantation belonging to Sieur Pradel, the salary of said family to be paid in the proportion of one-third by Sieur Foucault and two-thirds by Sieur Pradel.

And so the said parties have contracted and agreed.

Executed in the Notarial Office at New Orleans, on October 6, 1763, in the presence of Sieurs Pierre Marin Bary and Joseph Becat, duly qualified witnesses.

(Signed) : Foucault; Pradel; Jh. Becat; Bary; Garlic, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

October 6.

No. 8499. 2 pp.

Act of Mortgage  
granted by Joseph  
Villeré to  
Catherine Chauvin  
de Lafreniere,  
widow Duhommél.

**Before** the undersigned Counselor and Royal Notary of the Province of Louisiana, residing in New Orleans, in the presence of the witnesses hereinbelow mentioned and undersigned, personally appeared Monsieur Joseph Villeré, who confessed and acknowledged that he was lawfully indebted to Madame Catherine de Lafreniere, widow of Monsieur Charles Duhommél, former officer of infantry, in the sum of 27,845 livres, loaned and delivered to him in specie by Madame Duhommél, which sum Monsieur de Villeré promised and bound himself to pay back and return in gold or silver specie, or by means of letters of exchange or of other specie accepted as current money in France and representing the same amount.

The said payment is to be made within the month of April 1766 to the said Madame Duhommél, her heirs or assigns, or to the bearer of a certified copy of these presents.

And as security Sieur Villeré granted a mortgage on all his property, present and future, movable and immovable, wherever it might be situated, in this colony or elsewhere, and even in the event that the Colony should change its regime; and he elected his domicile, in reference to these presents, at his plantation on the German Coast, where all acts necessary to the execution of the present contract shall be passed and served.

Done in the Notarial Office of New Orleans, on October 6, 1763, in the presence of Sieurs Joseph Becat and Marin Bary, witnesses.

(Signed): Chauvin Lafreniere widow Duhommél; Villeré; Jh. Becat; Bary; Garic, Notary.

Discharge of the  
above mortgage  
by Villeré to  
Nicolas Chauvin  
de Lafreniere,  
in his capacity  
of attorney for  
his sister, the  
widow Duhommél.

**March 4, 1765.—This day,** March 4, 1765, before the undersigned Royal Notary of Louisiana, residing in New Orleans, appeared Monsieur Nicolas Chauvin de Lafreniere, Procureur General of the King, in the name of and in his capacity of general and special attorney for Madame Catherine Chauvin de Lafreniere, widow of the late Monsieur Charles Duhommél, former officer of infantry.

Which appearer, by these presents, acknowledged and confessed to have received from Monsieur Ville Ré (Villeré), who appeared also, the sum of 27,840 livres set forth in the foregoing act of mortgage, for which sum Sieur de Villeré was duly acquitted and released by Sieur de Lafreniere, who promised to have him likewise discharged by and towards whomsoever else it may concern.

Done and passed in the Office of the said Sieur de Lafreniere in New Orleans, on aforesaid day, month and year, in the pres-



ence of Sieurs Joseph Adrien de Laplace, Councillor Assessor, and Henry Gardrat, competent witnesses.

(Signed) : Villeré; Lafreniere; Henry Gardrat; De la Place; Garic, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

October 6.

4 pp.

André Neau, acting under procuration of Louis Perdriau, merchant of La Rochelle, petitions to recover the sum of 3971 livres, 11 sols and 3 deniers, and costs, from the partnership of Fleuriau and De Reggio.

**Petition** to Monsieur Dabbadie, Councillor of the King's Councils, Commissioner General of the Marine, Intendant and Presiding Judge of the Superior Council of the Province of Louisiana:

Captain André Neau, acting in the name and under procuration of Sieur Louis Perdriau, merchant of La Rochelle, humbly prays and represents: That Monsieur Darneville, intending to ship Indigo to France, requested Sieur Francois Braquier, merchant of this city, to furnish him with the name of a correspondent in France, to whom he might ship the Indigo, and upon whom he could draw drafts with the assurance that they would be honored;

That Sieur Braquier suggested the name of Sieur Louis Perdriau, who was informed by Sieur Darneville about the shipment the latter was to make and about a draft for the sum of 10,000 livres issued to the order of Sieur Braquier, who paid the said amount here to Sieur Darneville out of Sieur Perdriau's funds, which Sieur Braquier held for Sieur Perdriau's account;

That Sieur Darneville, as a matter of fact, in 1756, shipped on a vessel bound for La Rochelle a quantity of Indigo for account of and at the risk of his partnership with Messrs. Fleuriau and De Reggio, his brothers-in-law; that the said Indigo was received by and delivered to said Sieur Perdriau, who disposed of same;

That the sale of the merchandise did not yield as much as the amount of the aforesaid draft, so that Sieur Darneville remained debtor in the sum of 2407 livres and 15 sols, which, added to the interest and to the rate of exchange on the French currency calculated as of the time when the draft was negotiated, makes a total of 3971 livres, 11 sols and 3 deniers, as evidenced by the statement annexed to the present petition (not in file);

That Sieur Perdriau demanded payment from Sieur Darneville, upon the latter's arrival in France, of what he owed as a result of the difference between the draft and the proceeds of sale of the indigo; and Sieur Darneville referred him for such

reimbursement to Messrs. Fleuriau and De Reggio, as shown by the annexed letter (not in file) addressed to him by Sieur Darneville from Paris on March 24, 1763;

That, following this assurance, Sieur Perdiau granted power of attorney to petitioner, who made demand on Mr. De Reggio for payment of the said amount, but such request met with Mr. De Reggio's refusal.

Wherefore petitioner is compelled to have recourse to Your Excellency, and prays that: Considering the prejudice caused to Sieur Perdiau by the said delayed payment, and considering the annexed documents, it may please Your Excellency to allow him to have the said Sieurs Fleuriau and de Reggio summoned before Your Excellency, and that they be condemned to pay the aforesaid sum of 3971 livres, 11 sols and 3 deniers, and all other expenses and costs.

And petitioner shall never cease to offer up prayers for Your Excellency's preservation.

New Orleans, October 6, 1763. (Signed): A. Neau.

Permit to cite.

**October 6, 1763.—**Permit to summon to appear next Saturday, 8th of the current month, at nine o'clock in the morning.

New Orleans, October 6, 1763. (Signed): Dabbadie.

Citation served.

**October 7, 1763.—**October 7th, by virtue of the above order and at the request of Sieur André Neau, shipmaster, acting under power of attorney of Sieur Perdiau, merchant of La Rochelle, citation was served by the Sheriff of the Superior Council upon Messrs. Fleuriau and De Reggio, at their residence, where they elected domicile, the said notice having been personally delivered to Madame Fleuriau. (Signed): Bary.

Case referred to arbitration.

**October 8, 1763.—**Having read the representations presented in the foregoing petition and the documents thereto annexed; and having heard the defense of Sieur Fleuriau; we referred the cause to the arbitration of Sieurs Caresse and Braud; and Sieur Voix will act as umpire, in the event that the arbitrators cannot agree; the said three arbitrators being merchants of this city, and having been appointed in accordance with an agreement of the interested parties; and upon the award, which shall be referred to us, we shall render judgment as justice requires.

New Orleans, October 8, 1763. (Signed): Dabbadie.

October 6.

4 pp.

André Neau,  
acting under  
procuration of  
Perdriau, merchant  
of La Rochelle,  
petitions to  
recover 6695  
livres, 16 sols,  
from Caminada, on  
account of the  
latter's failure  
to take up his  
note for 4000  
livres.

**Petition** to Monsieur Dabbadie, Councillor of the King's Councils, Commissioner General of the Marine, Intendant and Presiding Judge of the Superior Council of the Province of Louisiana:

Captain André Neau, acting in the name and under procuration of Sieur Perdriau, merchant of La Rochelle, humbly prays and represents:

That there was sent to Sieur Louis Perdriau by Sieur Braquier, merchant of this city, a certain promissory note of Sieur Caminada for the sum of 4000 livres, dated February 11, 1756, and payable one year after date at the domicile of Mr. Carayon at La Rochelle;

That the said note was protested, on account of defaulted payment, on February 21, 1757, and the amount thereof was paid to Sieur Auboyneau, by way of reimbursement, on said day, by Sieur Perdriau at La Rochelle;

That Sieur Perdriau, to reimburse himself, drew on same day on Sieur Caminada for the sum of 6695 livres and 16 sols, the interest and expenses up to June 1, 1759, and the discount at the rate of 33 1/3 per cent having been calculated, as evidenced by the annexed documents (not in file);

That petitioner, since his arrival in this city, made several, but futile, attempts to collect from Sieur Caminada, and therefore was compelled to go to Court.

Wherefore petitioner prays that it may please Your Excellency to allow him to have Sieur Caminada cited to appear before Your Excellency to be condemned to pay the aforesaid amount of 6695 livres and 16 sols, together with all necessary expenses and costs, the said payment to be made by means of letters of exchange or by silver piastres at the rate of one hundred sols.

And petitioner will not cease to offer up prayers for Your Excellency's preservation.

New Orleans, October 6, 1763. (Signed): A. Neau.

Permit to cite.

**October 6, 1763.—Permit** to summon to appear before us in Our Office next Saturday, 8th of the present month, at nine o'clock in the morning.

New Orleans, October 6, 1763. (Signed): Dabbadie.

Citation served.

**October 7, 1763.—On October 7th** citation was served by the Sheriff of the Superior Council on Sieur Francois Caminada, personally, at his residence and domicile in this city. (Signed): Bary.



Case referred to arbitration.

**October 8, 1763.** — Considering the above petition and the documents therein mentioned and annexed; having heard the defense of *Sieur Caminada*, and the representations of *Sieur Le Bretton*, against whom *Sieur Caminada* urges certain claims;

We refer the decision, with respect to the differences set forth in this case, to the arbitration of *Sieurs Caresse*, *Braud*, *Milhet* and *Ranson*; and we appoint *Sieur Fusellier de la Claire* to cast the deciding vote, in the event that the aforesaid four arbitrators cannot agree: all of them being merchants of this city, and having been chosen by agreement of the interested parties. And, after the said award shall have been reported to us, we shall decide the matter according to law.

New Orleans, October 8, 1763. (Signed): *Dabbadie*.

October 7.

No. 8501. 1 p.

Discharge by *Francois Xavier De Acosta*, acting for *Jean Christophe Carta*, to *Joseph Ducros*, Attorney for Vacant Estates, in settlement of *Dargous* succession.

**On October 7, 1763**, at four o'clock in the afternoon, there appeared at the Registry of the Superior Council *Monsieur Francois Xavier de Acosta*, in the name and as substitute attorney of *Jean Christophe Carta*, which appearer acknowledged and confessed having received from *Mr. Ducros*, who also appeared in his capacity of Attorney for Vacant Estates, the sum of 2146 livres and 10 sols, together with the sum of 85 livres for costs, which sum the *Dargous*

succession was condemned to pay, and for which amounts *Sieur Ducros* was, by these presents, duly released by *Sieur de Acosta*, who promised to have him also discharged by and towards whomsoever else it may concern.

Done and passed in the presence of *Sieurs Joseph Becat* and *Pierre Marin Bary*, competent witnesses, residing in this city.

(Signed): *Fran. Xavier de Acosta*; *Jh. Becat*; *Ducros*; *Bary*; *Garic*, Notary.

(Signed, in margin): *Devergés*; *De Reggio*; *Ducros*.

October 7.

No. 8502. 1 p.

Protest of *Bunel* against erection by *Dreux* of a wall which encroaches upon the former's property.

**On October 7, 1763**, at ten o'clock in the morning, there appeared at the Registry of the Superior Council of Louisiana, *Sieur Jean Dominique Bunel*, goldsmith merchant of this city, who declared that there had been adjudicated to him a one-story brick house and a lot of ground measuring sixty feet front by a depth of one hundred ninety-eight feet, at the judicial sale of the prop-

erty of the late *Sieur Raguet*;

That *Sieur Dreux* had taken four inches from the said frontage of sixty feet and thereby caused him a real inconvenience, as *Sieur Dreux's* wall is so close to appearer's residence that it obstructs two windows and the garret-window and also the en-

trance to the house; that Sieur Dreux intends to raise the said wall by twenty-four feet.

Wherefore petitioner hereby files opposition and protests against the aforesaid undertaking of Sieur Dreux and gives notice that he will hold him liable for all expenses, damages, and interest.

And appearer declared furthermore that if Sieur Dreux, in spite of the present protest, will continue to build his wall, appearer will take steps to have it taken down.

Appearer requested a copy of his declaration, which was granted him, so that he might use same as he might see fit.

Done at New Orleans on said day, month and year.

(Signed) : J. Bunel; Garic, Clerk.

(Signed, in margin) : Devergés; De Reggio; Ducros.

October 7.

No. 8513. 7 pp.

Judicial sale of  
the vessel  
"L'Entrepreneur";  
Gilbert Maxent  
petitions for  
permit to sell  
his vessel at  
public auction.

**Petition** to Monsieur Dabbadie, Councillor of the Royal Councils, Commissioner General of the Marine, Intendant and Presiding Judge of the Superior Council of the Province of Louisiana:

Gilbert Maxent, merchant of this city, and owner of the vessel "L'Entrepreneur", very humbly prays and represents:

That he has decided to sell the said vessel, together with all her standing-rigging and running-rigging, without reservation or retention, and according to an inventory that will be prepared and that will be deposited in the Registry of the Council; the said vessel having a displacement of sixty tons, and being moored at present at the wharf of this city.

And since petitioner is not permitted to sell the said vessel without the authority of Your Excellency, he requests that it may please Your Excellency to authorise him to have the vessel judicially sold before one of the Councillors, whom it may please Your Excellency to appoint, and in the presence of the Procureur General of the King; and that accordingly the customary posting and advertising be carried out. And Your Excellency will do right.

New Orleans, September 30, 1763. (Unsigned.)

Petition granted.

**October 1, 1763.**—Let it be done, as above prayed for, before Monsieur Delaunay, appointed Councillor Commissioner in this case, and in the presence of the Procureur General of the King.

New Orleans, October 1, 1763. (Signed) : Dabbadie.

Sale and adjudication of the vessel "L'Entrepreneur" by Gilbert Maxent to Denis Braud, acting for Nicolas Le Duff.

**October 7, 1763.**—On October 7, 1763, at nine o'clock in the morning, on petition of Sieur Gilbert Maxent, merchant of this city, owner of the vessel "L'Entrepreneur", who represented that he intended to sell the said vessel together with all her rigging, sails, tackle, yards, guns and utensils, according to inventory to be filed in the Registry; and concluding, that he be allowed to dispose of said vessel by judicial sale to the last and highest bidder, the whole to be executed before one of the Councillors, and in the presence of the Procureur General of the King;

And by virtue of the order of Monsieur Dabbadie, Commissioner General of the Marine, Intendant and First Magistrate of the Superior Council, dated October 1st, written beneath the said petition, and directing that the prayer of the petition be granted and carried out before Monsieur Delaunay, Councillor, appointed Commissioner in this case, and in the presence of the Procureur General:

The undersigned, Mr. Louis Piot Delaunay, together with Mr. Joseph Adrien Delaplace, acting Procureur General of the King, and accompanied by the Clerk and the Sheriff of the Council, went to the Courthouse for the purpose of receiving the first bids on the vessels "L'Entrepreneur", moored at the wharf of this city, of sixty tons displacement, together with all rigging, tackle and equipment, as set forth in the inventory, and with all appurtenances; the said vessel to be offered in the condition in which she is at present; Sieur Maxent also being present.

Having seen the procès-verbal attesting the publication and advertisement in due form performed on the 2nd of the present month by the Sheriff of the Council; and in view of the public proclamation made today in the public places of the city by the blowing of the trumpet; and there being assembled there a goodly number of bidders;

The undersigned caused the Sheriff to publicly announce, in a loud and audible voice, that the said sale would be started at once on condition that the purchaser pay Sieur Maxent in cash the price of the adjudication together with all the expenses incidental to the auction, before being put in possession of the vessel.

Whereupon Sieur Becat offered a bid of 2000 livres. And having waited until eleven o'clock without receiving any other bid, the undersigned Councillor Commissioner, with the consent of the Procureur General of the King and of Sieur Maxent, ordered that new advertisement be made next Sunday, ninth of the present month, in the customary manner and places, in reference to the second auction which will be held next Thursday at nine o'clock in the morning.

Executed at the Courthouse on said day, month and year. And signed. (Unsigned.)



**Second auction.**

**October 13, 1763.**—The second auction took place on October 13th and the previous bid of 2000 livres of Sieur Becat was raised by Sieur Beauregard to 2500 livres; then Sieur Becat offered 3000 livres.

And no higher bid having been offered, new advertisement was ordered by the Councillor Commissioner for the third auction to be held on the 17th of the current month, on the conditions and clauses hereinabove explained. And signed. (Unsigned.)

**Third auction.**

**October 17, 1763.**—The third auction took place on October 17th before Monsieur Jean Francois Huchet de Kernion, Councillor Commissioner, acting in the absence and lieu of Monsieur Louis Piot Delaunay, appointed Commissioner in this case, with the following bids:

The previous offer of 3000 livres of Sieur Becat was raised to 10,000 livres by Sieur Braud; to 10,100 livres by Sieur Le Normand; to 12,000 livres by Sr. Beauregard; to 12,500 livres by Sr. Braud; to 15,000 livres by Sr. Beauregard; to 15,500 livres by Sr. Braud; to 16,000 livres by Sr. Le Normand; to 17,500 livres by Sr. Braud; to 18,000 livres by Sr. Beauregard; to 19,000 livres by Sr. Braud; to 19,500 livres by Sr. Beauregard; to 20,500 livres by Sieur Braud.

And no higher bid having been made, the undersigned Councillor Commissioner, with the consent of the Procureur General of the King and of Sieur Maxent, adjudicated purely and simply and definitively the said vessel, with all her rigging and appurtenances, to the said Sieur Braud, as the last and highest bidder, for the aforesaid sum of 20,500 livres, which he promised to pay at once to Sieur Maxent; and to pay all Court costs to the Clerk.

Sieur Braud declared that he made the present purchase for account and at the risk of Mr. Nicolas Le Duff, who is now at La Martinique, in compliance with the latter's orders; and by means of the said payments Sieur Le Duff shall remain free and lawful possessor of the said vessel named "L'Entrepreneur", which will be enjoyed and disposed of by him, his heirs and assigns, as he might enjoy and dispose of property lawfully belonging to him in full ownership.

Given at the Courthouse on said day, month and year. And signed.

(Signed): De la Place; D. Braud; Maxent; Bary; Huchet de Kernion; Garic, Clerk.

(Translator's Note:—The above document is improperly filed under date of October 7th, as the petition is dated September 30th, Dabbadie's order was issued on October 1st, and the three auctions took place on October 7th, 13th and 17th, respectively.—G.L.)

October 10.

No. 8504. 4 pp.

Ratification by the  
major De Noyan heirs  
and by the Tutor of  
the minor De Noyan  
heirs, of the sale  
of property in  
Grand Barataria  
to Villars Dubreuil.

**Before** the Royal Notary of the Province of Louisiana, residing in New Orleans, in the presence of the witnesses hereinafter mentioned and undersigned, personally appeared Monsieur Le Chevalier Payen de Chavoy, Knight of the Royal and Military Order of St. Louis, former Captain of Infantry, in the name and as tutor of the minor children of the late Monsieur de Noyan, in his lifetime Knight of the Royal and Military Order of St. Louis, Lieutenant of the King in this city, the said minors being: Demoiselle Marie Anne Jeanne de Noyan, . . . (blank space here in document) . . .

And the said appearer, in the name and behalf of said minors and of each one of them individually, promised to have the present contract ratified and to warrant the land hereinbelow mentioned, and to furnish the hereinafter named purchaser with an act of ratification in good and legal form, when each of the said minors attained the age of majority of twenty-five years.

Furthermore, Monsieur Jean Baptiste Anne Augustin de Noyan, of age and in the enjoyment of his rights, and Monsieur Louis Rolland de Noyan, minor, on one side; and Sieur Claude Joseph Villars Dubreuil, on the other side, as purchaser of said land at the judicial sale of the property belonging to the late Mr. Dubreuil, his father, promised to ratify the said transfer of property, in reference to which the said Sieur de Chavoy, de Noyan and Rolland declared:

That the land situated in Grand Barataria, measuring eighty-four arpents front by a depth of two leagues, running to east-southeast, as it stands and as it is described in the Concession Deed, belonged to the late Monsieur de Noyan, who, as he derived no profit from it, and was unable to settle same, transferred it, during his lifetime, by means of a simple verbal agreement, to Mr. Dubreuil, who was already in possession of it, in settlement of the sum of 15,000 livres for which Sr. de Noyan was indebted to Sr. Dubreuil;

But, as there was no deed to it, Mr. de Chavoy, in his above-stated capacity, after having taken cognizance of the accounts of the Dubreuil succession, consented and agreed to a conveyance of said land, on condition that the Dubreuil succession release the De Noyan succession of all amounts due, and furthermore pay to the heirs of the De Noyan succession the sum of 3355 livres, by means whereof the Dubreuil succession shall remain in full ownership, possession and enjoyment of said land, which was heretofore enjoyed only by virtue of a verbal agreement, which rested on the word and probity of the late Sieur De Noyan.

Whereupon the said Sieur de Chavoy, who had previously conferred with the relatives and friends of the de Noyan minors

about the matter, and the said Sieur Villars made an agreement and contract under private signature; and this day Monsieur Villars, who had caused the said property to be sold by order of the Court, together with all other assets of the Dubreuil succession, and who had purchased same for his own account at the judicial sale, requested that an authentic and valid act concerning the transfer of said property be passed.

Wherefore the said appearers of the first part in their aforementioned capacity, and upon promise to have the present act ratified by the De Noyan minors upon their reaching the full age, acknowledged and confessed to have sold, given up, parted with, abandoned and transferred, from now and forever, with warranty against all troubles, donations, dower, eviction, substitutions, alienation and whatsoever impediments, indebtedness and mortgages, to Monsieur Claude Joseph Villars Dubreuil, here present, who accepted in his own behalf and in behalf of his heirs and assigns, a tract of land measuring eighty-four arpents front by a depth of two leagues, running in direction east-southeast, situated in Grand Barataria, as it stands and without reservation or retention, so that the said purchaser might enjoy same as property lawfully belonging to him without being disturbed or troubled by whomsoever.

The present cession and transfer was made in consideration of the price and sum of 6307 livres still due by the De Noyan succession to the Dubreuil succession; and furthermore in consideration of the price and sum of 3355 livres, which amount Sieur de Chavoy, in his said capacity, acknowledged and confessed to have previously received in currency of this colony, according to receipt granted by him to Sieur Chantalou on September 3, 1759; by means whereof the two aforementioned successions remained towards each other respectively acquitted and discharged, the said vendors having promised to have the said purchaser released and discharged by and towards whomsoever it may concern.

Consequently the said purchaser will be able to enjoy the land in question as freely and peacefully as it had been enjoyed by the said Sieur De Noyan, to whom the property had been granted as a concession with all deeds.

For all the foregoing the purchaser expressed his contentment and satisfaction, he having seen and visited and examined the whole, and acknowledged to have been in possession of the said property for five years and to have acquired same for his own account by Court adjudication at the judicial sale of the assets of the Dubreuil succession.

As surety against all troubles and impediments the said vendors, each one separately and all in solido, granted a mortgage on all their present and future property, and elected domicile, each one at his own residence, so far as the execution of these presents is concerned.



Done and passed in the Notarial Office in New Orleans on October 10, 1763, at eight o'clock in the morning, in the presence of Sieurs Joseph Becat and Pierre Marin Bary, competent witnesses, residing here, who signed together with the contracting parties and the Notary, after the reading of the whole.

(Signed) : Chavoy; Noyan; Villars; Bary; Jh. Becat; Garlic, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

October 12.

4 pp.

Guillaume vs.  
Monsanto & Co.:  
Defendant's  
Answer.

**To Monsieur Dabbadie**, Commissioner General of the Marine and First Councillor of the Superior Council of the Province of Louisiana:

Defense filed by Monsanto and Company to the petition of Sieur Guillaume:

We, the undersigned, shall not take advantage of Your Excellency's patience in answering all the odious and vile charges and qualifications alleged by Sieur Guillaume in his petition, which is insulting both to the persons in office whom he should respect, and to us, who have the misfortune to have such an opponent.

We have the honor to point out the misrepresentation of the plaintiff when he states in his petition that the judgment rendered by the Lieutenant of the Admiralty of the Cap (Francais, St. Domingo) directed that payment be made to him for hire, since the judgment, hereto annexed for the sake of evidence (not in file), simply orders the delivery of the vessel, and reserves to him all claim for hire, in the event he may see fit to press any claim for same.

After the vessel was delivered to him, Sieur Guillaume came here and resumed the suit, filing his petition for the purpose of collecting the hire that was not due him; and a judgment was rendered which granted him only what we had offered, namely, the hire calculated from the day of the sailing of the vessel up to the day of her capture, and not, as the plaintiff pretended, up to the delivery of the vessel.

It is also to be borne in mind that the plaintiff, when he was at Rhode Island, bound himself to sail to this port, after having put in at the Cape, which clause and condition he broke, when he had the vessel delivered; and that, moreover, besides the judgment, there was a settlement by arbitration of our respective accounts, which settlement we approved, accepted and complied with, as evidenced by the documents hereto annexed (not in file).

Since the Court of England released the vessel and her cargo, which had been detained at Rhode Island, we made an expedition that cost 27,298 livres, but did not receive the damages and interest to which we were entitled.

Britto, one of us, was compelled to accept part of the payment of our rental in order to prevent new quibbling and another lawsuit, the duration and costs of which, even in the event that the cause is won, are always ruinous; it was even necessary to borrow some money to complete the fitting out; and in fact the said Britto was forced to draw upon the undersigned for the sum of 900 silver piastres in favor of Mr. Ravuli, who loaned him the money, which amount was paid by the undersigned, according to the draft drawn by the said Britto and surrendered by the said Sieur Ravuly, which draft is hereto annexed (not in file).

The said Britto sailed and Sieur Ravuli embarked as a passenger for the purpose of coming here; but during the voyage the vessel was captured by an English privateer and all was lost, as is well known.

In view of these facts, would it be fair and just to compel us, as the said Guillaume is trying to do, to pay him the four months' hire of his vessel? The Royal Decree is against Sieur Guillaume's claim, as it states at "Title 3, Article 16": that if the vessel is seized during the course of her sailing by sovereign order, no hire will be due for the time of detention, in case the vessel had been hired by the month; and no increase in hire will be due if the vessel had been chartered for the voyage; but the food and wages of the sailors, during the detention, shall be considered as a loss.

Are not Britto and Monsanto sufficiently unfortunate in losing the first amount and also the expenses incidental to the refitting out of the vessel, and furthermore the said 1900 silver piastres for the last equipment?

Sieur Guillaume had agreed at Rhode Island to send his vessel to the Cape under the direction of Antoine Laroze, our supercargo, with a sum of 9000 livres, in drafts, to be invested in rum, and then to send his vessel here; but he had a different understanding with the said Laroze, and, far from complying with the agreement he had reached with Sieur Perpignot at Rhode Island, he endeavored to secure the delivery of his vessel, and the said 9000 livres became a total loss, as most of said amount was used to pay the crew's wages, which should have only been paid here, the place where the vessel was due.

The undersigned say that Sieur Guillaume must have had an unfair understanding with Laroze, because the latter offered such a poor defense in reference both to the delivery of the vessel and the payment of the wages of the crew; and also because he accepted the command of the said vessel for account of Sieur Guillaume in the latter's trip to Curacao, where he was captured again; consequently Sieur Guillaume caused the undersigned the loss of the said 9000 livres in drafts, together with the profit the undersigned could obtain therefrom, if said amount had been

invested in rum and brought here, where, at that time, its price was so high.

For all the foregoing considerations; and recalling that neither the judgment rendered on October 12, 1757, by the Lieutenant of the Admiralty of the Cape (Cap Francais, St. Domingo), nor the order of the Superior Council of September 1, 1759, adjudicated to plaintiff any hire for the said vessel "Le St. Joseph" in reference to her sailing from Rhode Island to the Cape, how can Sieur Guillaume persist in his claim, after having failed to comply with the conditions, upon which only he could base his pretensions?

Therefore the undersigned's conclusion is that Sieur Guillaume's demand be rejected and that he be condemned to pay all costs and expenses.

New Orleans, October 12, 1763. (Signed): Monsanto and Company.

October 12.

No. 8507. 2 pp.

Testament of  
Antoine Simon  
Griffont Danneville.

On this 12th day of October 1763, at five o'clock in the afternoon, at the request of Monsieur Antoine Simon Griffont Danneville, the undersigned Royal Notary of the Province of Louisiana, residing in New Orleans, accompanied by the witnesses hereinafter named and undersigned, repaired to the residence of said Sieur Griffont Danneville, situated on Toulouse Street at the corner of Bourbon Street; and, upon entering the room next to the living-room, the undersigned Notary found the said Sieur Danneville sick in bed, but perfectly sound in memory and understanding, so far as he appeared to the undersigned Notary and to the witnesses, in whose presence he requested the Notary to receive his will, and declared and dictated the following:

First: that, should God dispose of his soul of which He is Master, the testator wishes that his burial should take place in the most modest manner, but according to his faith, as a member of the Catholic Apostolic and Roman Religion;

That Sieur Carlier should not be allowed to meddle in any manner with his affairs, and that he be not appointed Curator for his minor children; and he prays their Excellencies of the Superior Council to grant the said office to Monsieur Jean Milhet, merchant of this city; and prays his relatives and friends to accept him as Curator and under-tutor for his minor children,

And this he declared to be his will, which he himself dictated and which was read and was well understood by him, and he signed in the presence of Sieurs Jean Charles Tizoneaux and Joseph Becat, duly qualified witnesses, on the said day, month and year.

(Signed): Danneville; Jh. Becat; Tizoneaux; Garic, Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.



October 13.

No. 8488. 8 pp.

Payen de Chavoy,  
as tutor of the  
De Noyan minors,  
and DeNoyen of  
full age petition  
to be allowed to  
dispose of a  
plantation belonging  
to the De Noyan  
heirs, which  
plantation had  
been sold to  
Villars and  
repossessed.

**Petition** to Monsieur Dabbadie, Commissioner General of the Marine, and Presiding Judge of the Superior Council of Louisiana:

Pierre Benoist Payen de Chavoy, Knight of the Royal and Military Order of St. Louis, former Captain of the Colonial Troops of Louisiana, has the honor to represent:

That the distressing condition of the affairs of Mr. Villars, who had purchased, in compliance with all the formalities required by law, the plantation of petitioner's nephews and niece De Noyan, for whom petitioner is tutor; and Sieur Villars' apprehension lest the said plantation go to ruin, led him to cancel and annul the said sale although it had been homologated by the Council;

That the above reasons press themselves on petitioner all the more forcibly since his niece, heiress for one-third, intends to live in France; and, since the Chevalier De Noyan, heir for another third, is in the service of the Marine; and as the Sieur De Noyan, of full age and heir for the last third, is asking for his share and portion of the inheritance left him by his father.

Wherefore the said Sieur Chavoy, in his capacity of tutor, and Sieur Noyan, of age and heir for one-third, pray that it may please Your Excellency to allow them to sell the aforesaid plantation, situated one league and a half from this city, adjoining on one side the property of Sieur Bellair and on the other side the property of Sieur Declouet, together with all negroes, cattle, and all appurtenances; the said sale to be carried out according to the Council's orders, and the proceeds thereof to be divided as follows:

One-third to be paid to Sieur De Noyan of age, and the other two-thirds to be invested to the best advantage of the two minors: the whole in compliance with the conclusions of the Procureur General of the King. And right will be done.

New Orleans, October 11, 1763. (Signed): Chavoy; Noyan.

Petition referred  
to the Procureur  
General.

**October 11, 1763.**—Let the above petition be referred to the Procureur General of the King.

New Orleans, October 11, 1763. (Signed): Dabbadie.

Procureur General  
recommends that  
a family meeting  
be convened to  
deliberate on  
above petition  
in the interest  
of the minors.

**October 11, 1763.**—I request, in the King's name, that the relatives and friends of said minors be convened before the Commissioner appointed in this case and in the presence of the Procureur General of the King, to deliberate on the subject matter

of the above petition and to the best advantage of the minors; and I request that their deliberations be referred to the Superior Council, which will decide as it will see fit.

New Orleans, October 11, 1763. (Signed): Lafreniere.

Family Meeting  
ordered held  
before Delalande,  
appointed Com-  
missioner in the  
case.

**October 11, 1763.**—Let the foregoing recommendations be carried out before Monsieur Delalande, appointed Commissioner in this case, and in the presence of the Procureur General of the King.

New Orleans, October 11, 1763. (Signed): Dabbadie.

Summons served  
for the family  
meeting.

**October 13, 1763.**—On October 13, 1763, by virtue of the above order, and at the request of Mr. Pierre Benoit Payen de Chavoy, notice was served by the Sheriff of the Council on the following relatives and friends of the minor children of the late Denoyan, to-wit:

Mr. Desilest, Coast-guard Captain; Mr. Delivaudais, former Port Captain; Mr. De Belisle, former officer of infantry; Mr. Dorville, former Captain and Aide-Major of this city; Mr. Doriocourt, former officer of infantry; Mr. Le Bretton, Councillor of the Bureau of Mints of Paris, at present in this city; Mr. Dutillest, former Captain of Infantry: to appear today at four o'clock in the afternoon, before Monsieur De la Lande, Councillor Commissioner in this case, and in the presence of the Procureur General of the King, to deliberate on the above petition. (Signed): Bary.

Family Meeting  
advises judicial  
sale of the  
plantation.

**October 13, 1763.**—On October 13, 1763, at four o'clock in the afternoon, before Monsieur Charles Marie de La Lande Dappremont, Commissioner in this case, and in the presence of Monsieur de Laplace, acting Procureur General of the King, assisted by the Clerk of the Council, appeared:

Mr. Pierre Benoit Payen de Chavoye, former Captain of the Colonial Troops, who declared that by virtue of an order issued on the 11th instant by Monsieur Dabbadie, First Magistrate of the Superior Council; and with the consent of Monsieur Jean Baptiste Anne Augustin de Noyan, of age and in full enjoyment of his rights; he caused notices to be served by the Sheriff of the Council on Sieurs Dezilets, de Livaudais, de Bellisle, Dorville, Doriocourt, Le Bretton and Dutillest, all relatives, paternal or maternal, of the minor children of the late Monsieur de Noyan, namely: Demoiselle Marie Anne Jeanne De Noyan and Monsieur Louis Rolland De Noyan; for the purpose of giving their advice on the petition of the aforesaid appearer, who, in accord with

the said Sieur de Noyan, of full age, desires to dispose of the plantation belonging to the De Noyan Succession by judicial sale.

And there appeared the said Sieurs Desilets, de Livaudais, de Belisle, Dorville, Doriocourt, Le Bretton and Dutillest, who, having promised, under oath, to give their opinion honestly and sincerely, expressed themselves as follows:

Sieurs De Chavoye and De Noyan declared that they would accept the decision of the family meeting; and the said relatives of the De Noyan minors unanimously advised that it was to the interest of the minors that the aforesaid property be judicially sold, and the proceeds of sale be invested to the minors' best advantage.

(Signed): Chauvin Desillest; De Livaudais; Le Bretton; Lamolere D'Orville; Dutillet; Scimars Bellile; D'Oriocourt; Garic, Clerk.

Deliberations of  
family meeting  
referred to the  
Superior Council.

Whereupon, the undersigned Councillor Commissioner ordered and does order, with the consent of the Procureur General of the King, that the above procès-verbal of the deliberations of the family meeting be referred to the Superior Council, which will decide the matter in accordance with the law, after having heard the conclusions of the Procureur General of the King.

Given in the Office, on said day, month and year. (Signed): Delalande; De la Place.

Conclusions of the  
Procureur General.

**October 15, 1763.**—I consent, in the King's name, that the plantation belonging to the de Noyan heirs, together with all negroes, cattle and appurtenances, be judicially sold with the observance of all legal formalities; that the deliberations of the family meeting be homologated by the Council and duly recorded so that they might obtain their full effect.

I request, in the King's name, that an order be issued by the Superior Council appointing two experts, who shall proceed to the appraisement of the aforesaid plantation, negroes, cattle and appurtenances, and who shall deposit in the Registry the procès-verbal concerning the said appraisement; and that the said property shall not be sold and adjudicated for a price less than the appraised value set forth in the procès-verbal.

New Orleans, October 15, 1763. (Signed): Lafreniere.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.



October 13.

No. 8508. 3 pp.

Discharge by  
Lafreniere,  
acting for Monin  
de Champigny of  
Paris, to Boré.

Before the undersigned Counselors of the King and Notaries in and for the jurisdiction of Paris, appeared Mr. Louis Antoine Monin de Champigny, Engineer of the King and residing in Paris, in the parish of St. Mary, who, by these presents, constituted as his general and special attorney, Monsieur De la Freniere, Procureur General of the Superior Council of Louisiana, to whom he granted full power and authority to receive, in his name and behalf, from Sieur Bauré the amounts, due to appearer, that the appointed attorney might have collected and those that he might collect hereafter, the said amounts being set forth in a document signed by Sieur Bauré, dated at New Orleans, October 18, 1759, and deposited with Master Mareschal, one of the undersigned Notaries, on September 27, 1760; by which document Sieur Bauré acknowledged to have received from said appearer the effects therein set forth and amounting to the sum of 3486 livres, besides other amounts contained in a list of articles beneath which there appears a certificate of Sieur De Kerlerec, Governor of Louisiana, dated October 18, 1759, also deposited with the said Master Mareschal. The constituted attorney is hereby also empowered to use and invest all amounts collected by him in the manner that he will deem and consider more advantageous to appearer, the said Sieur de Champigny, who also declared that, by these presents, he intended to revoke the power formerly granted by him, for the same purpose as hereinabove stated, to Sieur Klivian Frolo, shipmaster, serving in the merchant marine sailing from France to Louisiana, which power had been granted by virtue of an act executed before the said Master Mareschal on September 27, 1760; and likewise appearer authorised the said Sieur De la Freniere to cause the present revocation to be notified to the said Sieur Klivian Frolo, and to receive from the latter all amounts received for account of appearer by virtue of the said procuration; and accordingly Sieur De la Freniere is empowered to grant valid discharges, and in default of payment, to make use of all lawful means to enforce collection; and in general to do, in lieu and behalf of said Sieur de Champigny, all that he might deem necessary for the recovery of the aforementioned amounts.

Done and passed in Paris in the Office of Master Mareschal, Notary, on February 8, 1763, the said appearer having signed the original of these presents, which remained on deposit in the Office of the said Master Mareschal. (Signed): Mareschal.

Boré settles  
the de Champigny  
accounts with  
Lafreniere and  
receives valid  
discharge.

October 13, 1763.—On October 13, 1763, before the undersigned Counselor and Royal Notary, appeared Monsieur De Lafreniere, Procureur General, who, by these presents, acknowledged and confessed to have settled today with Sieur Bauré, merchant of this city,

the business matters with which the latter had been entrusted by Mr. de Champigny; by which settlement the said Sieur Boré counted, numbered and delivered to Monsieur de La Freniere, in the presence of the undersigned Notary, the sum of 640 livres in drafts, as well as the sum of 822 livres in colonial paper currency; furthermore, Sieur Boré delivered in kind to Sieur Lafreniere several notes due to Sieur Monin amounting to the sum of 1994 livres, which notes had not been collected by Sieur Boré.

Whereupon Sieur de La Freniere, by these presents, discharged and acquitted Sieur Boré and promised to have him released by and towards whomsoever else it might concern; and this in settlement of all accounts existing between Sieur Boré and Sieur Monin.

Executed in the Notarial Office at New Orleans in the presence of Sieurs Marin Le Normand and Joseph Becat, duly qualified witnesses.

(Signed) : Lafreniere; Jh. Becat; Lenormand; Garic, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

October 15.

1 p.

**De Noyan Succession:**  
Superior Council homologates and orders executed the deliberations of family meeting and recommendations of the Procureur General.

**Extract from the Records of the Sessions of the Superior Council of Louisiana of October 15, 1763:**

On the petition of Monsieur Payen de Chavoye, acting in the name and as tutor of the minor children of the late Mr. de Noyan, and praying for homologation of the deliberations of the family meeting:

Having considered the procès-verbal of the deliberations of the family meeting held on October 13, 1763, by the relatives of the minor children of the late Mr. de Noyan, in his lifetime Lieutenant of the King in this city; and having read the conclusions presented in writing by the Procureur General of the King: the Superior Council homologated the said deliberations of the family meeting and ordered that they be carried out in their full form and tenor.

Accordingly it is ordered that the land, plantation, negroes, cattle and all appurtenances and dependencies belonging to Monsieur de Noyan, of age and in full enjoyment of his rights, and to Monsieur Rolland and Demoiselle de Noyan, both minors, be sold at public auction, in accordance with the prescribed formalities; that a just and correct appraisement be made of said land, negroes, cattle, etc., for which purpose the Council appointed Sieurs Bellair and Stiphain, who shall file their report; that the said property be sold for not less than the appraisement; and

that the procès-verbal of the judicial sale be deposited in the Registry.

Given in the Council-chamber, on October 15, 1763. By the Council. (Signed): Garic, Clerk.

(Translator's Note:—To the foregoing document is annexed the following, although it does not appear to have any connection with the above case.—G.L.)

Lambert's memorandum on Ducros' indebtedness to him for Madera wine.

Monsieur Ducros, Surgeon, owes to Lambert since January 15, 1763, eleven and a half pians of Madera Wine at 25 livres per pan, making the sum of 257 livres and 10 sols. (Signed): Lambert.

Deposition of Roussillon in support of the above claim.

October 14, 1764.—I, the undersigned, do hereby certify that I have full knowledge that the wine hereinabove mentioned was furnished to said Sieur Du Cros. At New Orleans, October 14, 1763. (Signed): Roussillon.

Attorney for Vacant Estates directed to pay above claim.

October 20, 1763.—Monsieur Ducros, Attorney for Vacant Estates, shall pay to Sieur Lambert the sum of 287 livres and 10 sols, mentioned in the above memorandum, and he shall be duly discharged.

New Orleans, October 20, 1763. (Signed): Delalande.

Request of the Procureur General that above claim be referred to the Council.

October 20, 1763.—I request, in the King's name, that the foregoing account be referred to the Council, which will render such order as it might see fit. New Orleans, October 20, 1763. (Signed): Lafreniere.

October 17.

2 pp.

Le Bretton vs. Caminada: Decision by arbitration rendered by Ranson, Milhet, Braud and Carasse.

The Undersigned, appointed arbitrators by Monsieur Dabbadie, Commissioner General of the Marine, Intendant of this province, for the purpose of settling the differences between Sieurs Neau, Le Bretton and Caminada:

After having accurately examined the documents furnished both by Sieur Neau and Sieurs Le Bretton and Caminada; and after having assembled the interested parties and having heard them in their arguments; by unanimous vote have found that, according to the regulations and usages of trade, this case is to be decided as follows:

On February 11, 1756, Sieur Caminada drew on himself at the domicile of Mr. Carayon, of La Rochelle, to the order of Mr. Le Bretton, for the sum of 4000 livres payable one year



from date. The said draft was protested on February 21, 1757, on failure of the drawer to remit funds for payment of same;

Accordingly Sieur Caminada owes the principal of said draft in the sum of..... 4000 —livres

And furthermore, for cost of protest..... 1- 10 do

For interest at 5% as explained in the statement of Sieur Perdriau:..... 455- 14 do

Total:..... 4457- 4 livres

Discount of draft of Sieur Louis Perdriau upon Sieur Olivier Devezin, the last endorser of Caminada's draft, the said rediscount having been made at the rate of 33  $\frac{1}{3}$  per cent, as appears from the Certificate of Sieur Aug'n Beraud, Exchange Agent:..... 2228-12 livres

Total:..... 6685- 16 do

It is the undersigned's opinion that Sieur Caminada must be condemned to pay the sum of 6685 livres and 16 sols to Sieur Neau by means of letters of exchange in accordance with the above detailed statement; and that Sieur Caminada's contention against the discount of 2228 livres and 12 sols is without merit since the negotiation of the draft of Sieur Perdriau was made by Sieur Beraud, exchange agent, as appears from his certificate of June 1, 1759, a Certificate executed in writing by an exchange agent having the same force and effect as an act executed before a Notary Public.

As to the contention of Sieur Caminada that Sieur Le Bretton is not entitled to the expenses concerning the draft of 4000 livres, it is our opinion that his claim is entirely without foundation, in view of the fact that, by an act under private signature, passed on September 13, 1756, between Sieurs Le Bretton and Caminada, the latter bound himself to bear the expenses that might grow out of the draft; and Sieur Le Bretton bound himself to reimburse the principal only upon receiving here information concerning the fate of the draft. Therefore the opinion of the undersigned is that, by paying the sum of 4000 livres in letters of exchange on the Treasury to Sieur Caminada for the principal amount, Sieur Le Bretton shall be discharged for all other expenses, interest, etc.

Done at New Orleans on October 17, 1763.

(Signed): Louis Ranson; J. Milhet; D. Braud; P. Caresse.

October 17.

2 pp.

Letter of Caminada,  
apparently written  
to the arbitrators  
who settled the  
above case.

**Gentlemen:** On February 11, 1756, I gave Mr. Le Bretton a draft for 4000 livres, drawn on myself and payable one year from date at the domicile of Mr. Jacques Carayon in La Rochelle. Seven months afterward I sold to Mr. Le Bretton a house for the price of 14,000 livres. He bound himself, according to the act hereto annexed (not in file), to return to me the draft of 4000 livres, on account of the said house; therefore I was relieved of the necessity to take up the said draft at La Rochelle, since it had been paid by me here five months and eight days before it was due. Accordingly I notified Mr. Carayon that it should not have been presented to him, as I closed the said transaction with Mr. Le Bretton.

If, after I drew the draft, and up to date of its payment here, expenses had been incurred with reference to it, these of course would have fallen on myself, according to an agreement reached between us; but the said expenses arose long afterwards, Monsieur Le Bretton having entirely neglected to provide for its payment by remitting to Mr. Carayon the said amount of 4000 livres before it fell due. Is it astonishing that, at the end of six or seven years, during which no one in France came forward to take care of it, the said draft should be burdened with such enormous expenses? And would it be just and fair, at this date, that these expenses should fall upon the drawer, since the said expenses have been caused by Mr. Le Bretton, who, by his presence in France, should have avoided them by paying to Mr. Carayon the amount in question?

I have the honor to be, Gentlemen, Your very humble and very obedient servant. (Signed): Caminada.

New Orleans, October 17, 1763.

October 17.

2 pp.

Marie Therese  
Chastellier  
petitions for  
recovery of a  
sum due by  
Barthelemy  
Malteste on a  
promissory note.

**Petition** to Monsieur Dabbadie, Councillor of the King in the King's Councils, Commissioner General of the Marine and Presiding Judge of the Superior Council of Louisiana:

Marie Therese Chatellier, wife separated "a mensa et thoro" and in property from Sieur Jean Bunel, her husband, humbly prays and represents:

That there is due her by Barthelemy Malteste the sum of 6000 livres on a promissory note dated August 13, 1762, payment whereof has been refused by said Malteste despite repeated demands of petitioner, who is at present in distress, being under great pressure from her creditors.

Wherefore petitioner prays that it may please Your Excellency to allow her to have said Malteste summoned before

Your Excellency and that he be condemned to pay without delay the said amount of 6000 livres together with all expenses. And right will be done.

New Orleans, October 17, 1763. (Signed) : Chastellier.

Permit to cite.

**October 26, 1763.**—Permit to summon at the first session of the Council. New Orleans, October 26, 1763. (Signed) : Foucault.

Citation served.

**October 31, 1763.**—Citation served on October 31, 1763, at the request of Madame Marie Therese Chastellier, by the Sheriff of the Council upon Sieur Barthelemy Malteste, residing in this city, at the residence of Sieur Massicot, where he elected his domicile, to appear before the Council at eight o'clock in the morning, on the first Saturday of the month of November next. (Signed) : Bary.

October 17.

No. 8512. 4 pp.

Mortgage granted by Madame widow Duhomméel to Jacques De la Chaise and wife.

**Before** the undersigned Counsel and Royal Notary for the Province of Louisiana, residing in New Orleans, personally appeared Madame Catherine Chauvin de Lafreniere, widow of the late Mr. Duhomméel, in his lifetime officer of infantry, the said Madame de Lafreniere acting both in her own name and as tutrix of her minor children by the said deceased, and in the presence of Mon-

sieur Nicolas Chauvin de Lafreniere, her brother, Councillor of the Superior Council and Procureur General, acting in the name and as under-tutor of the said minors, and his nephews, on one side; and Monsieur Jacques de La Cheize, Councillor Assessor of said Council and General Keeper of the King's Stores in this city, and Madame Margueritte Darinsbourg, his wife, duly authorised by him, on the other side. The said appearers, by these presents, acknowledged and confessed to have this day examined together several payments made by Sieur and Madame de La Cheize on account of their mortgage contracted with and in behalf of the said late Sieur Charles Duhomel for the sum of 120,000 livres, according to an act passed before Master Chantalou, former Notary in this province, on May 9, 1760; and following the said examination the said Sieur and Madame de La Cheize found that they were still indebted in the sum of 96,800 livres, which they were ready to pay forthwith by means of gold and silver specie and letters of exchange, in order to settle the said mortgage.

But the said Madame Duhomméel, in her aforesaid capacity and with the consent and advice of Sieur the Procureur General of the King and under-tutor, realising that at this moment she could not find a better investment of the funds of the said minors, nor could she place same in safer hands, she prayed Monsieur and Madame de La Cheize to keep the said sum until the month of April 1766; and this proposal was accepted by Mr. and Madame



de La Cheize, who agreed to pay on said amount the interest fixed in the Royal Decree concerning funds belonging to minors.

Whereupon the contracting parties agreed that the original mortgage passed before Master Chantalou on May 9, 1760, in favor of Mr. Duhomel for the sum of 120,000 livres shall be considered as not having been executed, and the said act was forthwith delivered in its original form by the undersigned Notary to Mr. de La Cheize, who together with Madame Margueritte Darenbourg, his wife, duly authorised by him, acknowledged and confessed to be lawfully indebted to said Madame Catherine Chauvin de La Freniere in the sum of 96,800 livres, which were counted, numbered and remitted by her to them, in the presence of said Sieur the Procureur General of the King; and Sieur and Madame de La Cheize promised and bound themselves in solido to pay back and remit the said amount to Madame the widow Duhomel during the month of April 1766, at her domicile in this city, the said payment to be made in current specie of France; and they offered, as security, a mortgage on all their property, movable and immovable, present and future, and elected their lawful domicile at their residence, situated in the front part of the building adjoining the Warehouses of the King, where all acts concerning the execution of these presents shall be passed and served.

Done in the Notarial Office of New Orleans on October 17, 1763, in the morning, in the presence of Sieurs Joseph Becat and Marin Pierre Bary, competent witnesses, residing in this city.

(Signed): Chauvin Lafreniere widow Duhomméel; Delachaise; Chauvin Lafreniere; Bary; Darenbourg Delachaise; Jh. Becat; Garic, Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

October 17.

No. 8514. 1 p.

Discharge granted by Ducros, Attorney for Vacant Estates, to Ducoudreau for 2500 livres due to the Morisset succession as the price for six lots of ground.

On October 17, 1763, in the morning, before the Royal Notary of the Province of Louisiana, residing in New Orleans, appeared Sieur Joseph Ducros, Attorney for Vacant Estates, administrator of the Morisset succession, who did hereby acknowledge and confess having received from Mr. Ducoudreau, officer of artillery, the sum of 2500 livres, due by the latter as the price of six lots of ground belonging to said succession and purchased by him at the judicial sale.

Whereupon Sieur Ducros granted full release to Sieur du Cou-dreau, and promised to have him discharged also by and towards whomsoever else it may concern.

Done and passed in the Notarial Office of this city, in the presence of Sieurs Joseph Becat and Marin Bary, duly qualified witnesses.

(Signed) : Du Cros; Jh. Becat; Descoudreaux; Bary; Garic, Notary.

(Signed, in margin) : Devergés; De Reggio; Ducros.

October 18.

4 pp.

Petition by the Ursuline Nuns against De Mazan, to have boundary line established between their land and his.

**Petition** to Monsieur Dabbadie, Councillor of the King, Commissioner General Intendant for His Majesty in the Province of Louisiana:

Monsieur: Sister Saint Louis de Gonzague, Mother Superior of the Ursuline Nuns; and the Sisters: Saint Jacques, Assistant; Angelique, Zealot; Radegonde, Depositary, have the honor to represent:

That, according to their request dated September 20, 1727, the King granted them a tract of land measuring eight arpents front by the usual depth, situated at St. Anthony's Point, adjoining on one side the plantation of Monsieur de Saint Martin, Captain of the Colonial Troops;

That, shortly after they had received their grant, the said land was surrounded by a levee made of earth taken from two ditches about five feet wide and two feet deep, one of which was on the property of the said Nuns and the other on the property of said Sieur Saint Martin, the said levee having always formed their common boundary.

Accordingly the said Ursuline Nuns built a partition fence, and cleared and cultivated their land without any trouble or hindrance.

Monsieur de Saint Martin sold his property to Monsieur de Mazan, Knight of the Order of St. Louis, who allowed the Ursuline Nuns to peacefully enjoy possession for several years; but they were greatly surprised, at the beginning of the month of March of the current year, when the said Sieur de Mazan, unauthorized by the Court, went on the property together with Sieur Andry, Assistant Engineer, who was furnished with a plan signed by Desverges; and in the presence of Sieur Darby, a resident of the place; of Hibo, manager for Sieur de Mazan; and of Le Brosse, manager for the Ursuline Nuns, traced out a new boundary line for the said land, which he cut in the shape of a fan of about twenty-one degrees and forty-five minutes, as it appears from the procès-verbal herewith enclosed (not in file), and thereby cutting off also a considerable part of their plantation.

Furthermore the said *Sieur de Mazan* thereafter obtained, contrary to the custom prevailing in the colony, a grant of uncultivable swamp land, which is situated in the rear of the property of the Ursuline Nuns, and had a canal dug not only on the said pretended concession, but also upon the concession of the Nuns.

For all the foregoing considerations the aforesaid Mother Superior of the Ursuline Nuns prays that she be allowed to have the said *Sieur de Mazan* cited before the Superior Council of this Colony, that he might give the reasons that prompted him to alter and change, as he did, of his own authority, the boundary line between his own and the Nuns' property, after the said boundary line had been recognized for more than thirty years.

The aforesaid Mother Superior and the other aforesaid Nuns furthermore pray, in the event, hardly to be expected, that the Council should judge valid and lawful the said new concession, that *Sieur de Mazan* be ordered to trace the boundary line between the two properties and lay down landmarks along said line, at joint expense with the Ursuline Nuns, in order to avoid, in the future, all disputes in this matter; that experts be appointed to ascertain the damages caused by *Sieur de Mazan* by cutting many cypress trees standing on petitioners' land, and by taking off the bark from many other cypress trees; that *Sieur Boré*, the present manager of *Sieur de Mazan's* plantation, be forbidden to continue, as he does, to cut down cypress trees standing on the Nuns' property, and be forbidden to remove from the Nuns' land the trees already cut down; that *Sieur de Mazan* be compelled to pay all damages that he might have caused to the Ursuline Nuns, according to the appraisal that will be made by the experts appointed for said purpose; and that *Sieur de Mazan* be also condemned to pay all other Court expenses and costs.

New Orleans, October 18, 1763.

(Signed): Sister St. Louis de Gonzague, Superior; Sr. De St. Jacques, Assistant; Sr. Angélique, Zealot; Sr. S'te Radégonde, Depositary.

Permit to cite.

**October 19, 1763.**—Permit to cite for the first session of the Council. New Orleans, October 19, 1763. (Signed): Dabbadie.

Citation served.

**October 20, 1763.**—On October 20, 1763, by virtue of the above order, and at the request of the aforesaid petitioners, citation was served by the Sheriff of the Superior Council upon *Sieur De Mazan*, at his residence, to appear at the first session of the Superior Council, on the first Saturday of November next, to answer the said petition. (Signed): Bary.



October 19.

2 pp.

Denis Braud, acting under procuration of Colas, of St. Domingo, sues Lardin on an account due for merchandise shipped him by Colas on March 15, 1761, to be sold in New Orleans.

**Petition to Monsieur Dabbadie, Councillor of the King, Commissioner General of the Marine, Intendant of Louisiana:**

Denis Braud, merchant of this city, humbly prays and represents: That he was given power of attorney by Sieur Colas, merchant of St. Domingo, for the purpose of forcing Sieur Lardin to render an account concerning a shipment of merchandise valued at 13,859 livres, sent him on consignment by Sieur Colas on March 15, 1761, for the purpose of disposing of same in New Orleans, on a ten per cent commis-

sion basis, according to Lardin's acknowledgment written beneath the invoice of said merchandise;

That petitioner made several, but fruitless, demands on Sieur Lardin, the last of which was written beneath the said act of procuration, and served upon him by Bary, Sheriff of the Council, on the 7th of the current month.

Wherefore petitioner prays that it may please Your Excellency to order that Sieur Lardin be summoned to appear before Your Excellency and that he be directed to furnish petitioner with the aforesaid account of sale of merchandise. And justice will be done.

(Signed): D. Braud.

Permit to cite.

**October 19, 1763.—Permit to cite for the first session of the Council. New Orleans, October 19, 1763. (Signed): Dabbadie.**

Citation served.

**October 31, 1763.—On October 31, 1763, citation was served by the Sheriff of the Council upon Sieur Lardin, personally, at his residence, to appear before the Superior Council on the first Saturday of November next, at eight o'clock in the morning, to answer the aforesaid petition. (Signed): Bary.**

October 20.

3 pp.

Declaration by Krebs, surgeon residing at Pascagoula, that one Laporte, who died at declarer's residence, was brought there very ill and with a large bruise on his right shoulder.

**On October 20, 1763, at nine o'clock in the morning, I the undersigned, went to the office of the Procureur General of the King for the purpose of declaring that Mr. la Port was brought to my residence at Pascagoula on September 25th in a carriage in which there were seven Englishmen; that said Mr. la Port was quite ill. I questioned him in order to obtain from him some explanation concernnig his illness and to find out how he happened to be brought to my house; but he would not give any**

answer. I gave him all the care and assistance I could, and on the third day while I was helping him to change his shirt I discovered a large contusion on his right shoulder and he told me

that it was due to the anthrax he had in New Orleans. I certify to having seen him urinate and spit a great deal of blood. I opened the contusion and syringed it with wine and with brandy. I urged the said la Port to unbosom himself to me, telling him that one must have confidence in a surgeon as in a confessor; but he never wanted to tell me anything. He died on October 5th before noon, while praying God and showing the feeling of a good Christian. I certify the present declaration to be true. I declare, furthermore, to have gathered up his clothing and to have put in a trunk his sword and his wearing apparel and to have found also a violin with its case and one cane of hard wood with a black head in the shape of an apple, the whole in the presence of Mr. Don-resta, a Spanish Captain, rooming at my house for one month and a half, while he waited for an opportunity to go to Pensacola; which effects I am carrying to and leaving with Mr. Du Cros at his residence in New Orleans to be released when called for.

New Orleans, October 20, 1763. (Signed): Krebs.

Action of the  
Procureur General  
in regard to the  
above matter.

**October 20, 1763.**—I request, in the King's name, that the trunk, the violin with its case, and the walking-stick hereinabove mentioned be forthwith deposited in the Registry; that a Commissioner be appointed to take an inventory of the said effects, in the presence of the acting Procureur General of the King, of Sieur Ducros, Attorney for Vacant Estates, duly summoned in his said capacity; and that the said effects which will be entered in the inventory be delivered to Sieur Ducros, as the deceased Sieur Laporte died intestate; that the name of Sieur Laporte be entered in the Burial Records of this city in accordance with the certificate of Sieur Krebs.

At New Orleans, October 20, 1763. (Signed): Lafreniere.

Action of Dabbadie  
in the case.

**October 20, 1763.**—Let it be done as prayed for, before Monsieur de Kernion, Councillor, appointed Commissioner in this case for the purpose.

At New Orleans, October 20, 1763. (Signed): Dabbadie.

October 20.

2 pp.

Delalande,  
Commissioner in  
this case, asks  
that Joseph Ducros,  
Attorney for  
Vacant Estates,  
render account of  
the succession of  
Jean Baptiste  
Charras to André  
Reinard, attorney-  
in-fact for the  
heirs.

**The undersigned**, Councillor of the Superior Council of Louisiana, appointed Commissioner for the purpose of having Sieur Ducros, who administered the succession of the late Jean Baptiste Charras, in his capacity of Attorney for Vacant Estates, render an account of the funds of said succession to Sieur André Reinard, a resident of this city, acting under procuration from the heirs of the said defunct, the said power of attorney and other documents being here-to annexed (not in file), all of which documents appeared to the undersigned duly

legalized and in proper form, and in reference to which Sieur Ducros declared that he had no opposition to file, having seen and examined same. The undersigned's opinion is that Sieur Ducros, in his aforesaid capacity, should be ordered to remit the funds of said succession to Sieur André Reinard, whereupon the former shall be validly and lawfully discharged.

New Orleans, October 20, 1763. (Signed): Delalande.

October 20.

2 pp.

Widow Portneuf  
petitions for  
order directing  
Villars, tutor of  
Miss Portneuf, to  
execute a decision  
of the Court.

**Petition** to Monsieur Dabbadie, Councillor of the King, Commissioner General of the Marine, and Intendant of Louisiana:

Madame the widow Portneuf humbly prays and represents: That, by virtue of a decision rendered by the Superior Council between petitioner and Sieur Villars, in his capacity of tutor of Demoiselle Portneuf, daughter of the late Sieur Portneuf, it was ordered that the assets of the community between petitioner and the said late Sieur Portneuf should be divided in equal shares;

That, despite the said order, Sieur Villars did not execute the said partition; and raised objections to credit the community with Sieur Portneuf's salary, which he received; and refused to recognize a negress, still living, as a community asset; and even declined to pay petitioner, out of the share and portion of the late Sieur Portneuf, the sum of 1200 livres due by the deceased to the late Sieur Ferrand, as evidenced by the receipt of Mr. Barry, Captain Aide-Major of Mobile, Sieur Ferrand's testamentary executor, the said sum having been paid during and by the said community.

For all the foregoing considerations petitioner prays that it may please Your Excellency to direct Sieur Villars to proceed forthwith to the said partition; to credit the community with the salary of the late Portneuf; to dispose of the aforesaid negress by judicial sale, the proceeds thereof to be also credited to the community estate; and to pay petitioner, out of Sieur Portneuf's share, the sum of 1200 livres, as the marriage contract between Sieur Portneuf and petitioner positively states that each one of the contracting parties shall pay his or her debts contracted before the community, and of such character was the indebtedness concerning the said sum. And right will be done.

(Signed): Widow Portneuf.

Permit to cite.

**October 20, 1763.—Permit** to summon at the first session of the Council. New Orleans, October 20, 1763. (Signed): Dabbadie.



Service accepted  
by Villars.

**October 22, 1763. — Considered as served.** New Orleans, October 22, 1763.  
(Signed) : Villars.

October 21.

No. 8520. 5 pp.

Laporte Succession:  
Inventory.

**On October 21, 1763,** at ten o'clock in the morning, the undersigned, Monsieur Jean Francois Huchet De Kernion, appointed Councillor Commissioner in this case, accompanied by Monsieur Joseph Adrien De la Place, acting Procureur General of the King, and by Monsieur Joseph Du Cros, Attorney for Vacant Estates, repaired to the Registry for the purpose of opening a trunk which was deposited there by Sieur Krebs, according to his declaration dated yesterday, the said trunk having belonged to the late Laporte, who died at Sieur Krebs' residence.

And the undersigned having ordered the trunk to be opened, the Royal Notary then made the description and inventory of the wearing apparel and all other effects, in the presence of Sieurs Menelest, Durel and Mioton, and also of the Clerk of the Council, all creditors of the said late Laporte, according to the titles and deeds shown by them; and the said inventory was taken as follows:

First: in a case was found a violin with its bow;

Item: a walking-stick with a Moor's head and gold trimmings;

Item: one sword with silver ornaments and its belt, and another belt, with gold and silver trimmings, for hunting-knife;

Item: one hat with gold trimmed brim, and one hair-bag;

Item: two pairs of black velvet breeches, and one pair of crimson breeches;

Item: eight hemmed shirts and three cuffs;

Item: nine collars and nine pairs of stockings, some black and some white, all of silk;

Item: one Peruvian costume and one silver-laced waistcoat;

Item: one coat of blue Pequin, and one silver-laced waistcoat;

Item: one old gold-laced woolen coat and one smoking-jacket of gold-laced Carlote;

Item: one coat of crimson taffeta, and one jacket of black Indian silk;

Item: an old habit of Rast Castor Bleux with gold lace, and a gold-laced black satin coat;

Item: one pair of buckles with brilliants, one pair of garters with brilliants, and one cuff-button with stone.

**Title-Deeds and Documents**

Item: one discharge of Sieur Soubie in favor of Sieur Laporte, concerning a seizure executed at the residence of Sieur Durel on effects deposited there by Sieur Laporte;— marked: .....

"A"

Item: a receipt of Sieur Soubie for 200 silver piastres on account of a bill of exchange for a larger amount;— marked: .....

"B"

Item: the above bill of exchange paid by Sieur Laporte;— marked: .....

"C"

Item: two documents, which are statements of accounts written in Spanish, signed Crisostom Acosta, and concerning the schooner "La S'te Therese";— marked: .....

"D"

Item: one letter of Acosta;—marked: .....

"E"

Item: one acknowledgment of Sieur Poiret for the sum of 1051 livres;— marked: .....

"F"

Item: one promissory note of Sieur Poiret for the sum of 1350 livres;— marked: .....

"G"

Item: one statement of accounts of Sieur Antonio Fernande concerning the schooner "La S'te Therese";— marked: .....

"H"

Item: one statement of expenses concerning the said schooner;— marked: .....

"I"

Item: another statement of expenses concerning the said schooner;— marked: .....

"K"

Item: another statement of accounts concerning the keel of said schooner;— marked: .....

"L"

The whole being written in Spanish.

The foregoing having been done, and nothing else having been found there to be inventoried, the present inventory was closed and all the effects and documents hereinabove mentioned were entrusted to the care of Sieur Ducros, in his capacity of Attorney for Vacant Estates, who took charge of same and promised to produce same whenever requested by the Court so to do.

Done at New Orleans on said day, month and year.

(Signed): Du Cros; Durel; De la Place; Huchet de Kernion; Garic, Clerk.

Settlement of  
the Laporte  
Succession and  
release granted  
to Joseph Ducros,  
Attorney for  
Vacant Estates.

**March 15, 1768.—The undersigned,** Monsieur Jean Francois Uchet, Ecuyer, Sieur De Kernion, Councillor Commissioner in this case, having seen and verified the accounts concerning the succession of the late Pierre Laporte rendered by Sieur Ducros, in his capacity of Attorney for Vacant Estates; having seen the promissory notes presented by Sieurs Garic and Durel, one of which for the sum of 1500 livres, currency of the Cape (Cap

Francais, St. Domingo), and the other for the sum of 300 livres, currency also of the Cape; by virtue of the order rendered by the Council on March 5th last, the undersigned settled the said succession as follows:

The receipts exceeded the expenditures by the sum of 1547 livres and 6 sols, in former paper currency of the Colony, which, at the present rate of exchange of four for one only represents the sum of 386 livres, 16 sols and 6 deniers: ..... 386- 16- 6-

The undersigned Councillor Commissioner ordered and does order that there shall be paid to Sieur Garic, on his promissory note of 1500 livres, currency of the Cape, equivalent to 1000 livres of the currency of this Colony, only the sum of 332 livres and 8 sols, instead of the said full amount of 1000 livres owed him: ..... 332- 8- -

The undersigned Councillor Commissioner likewise ordered and does order that the promissory note of Sieur Durel, also in currency of St. Domingo, corresponding to the sum of 200 livres in currency of this Colony, be reduced to the sum of 64 livres and 10 sols, which amount shall be paid to him: ..... 64- 10- -

Total: ..... 396- 18- -

And by means of the foregoing payments the said Sieur Ducros shall be fully released towards the said succession.

Given in New Orleans, on March 15, 1768.

(Signed): Delaunay, for Mr. Kernion who is ill.

(Signed, in margin opposite sums paid them): Garic, Durel.

#### Report to Their Excellencies of the Superior Council of Louisiana:

October 22.

7 pp.

Report made by Jacques Philippe Bellair and Francoise Stiphaine, who were appointed by the Court to appraise the De Noyan plantation.

The undersigned, Jacques Philippe Bellair and Francois Stiphaine, considering the order rendered by the Superior Council in reference to the tutorship of the De Noyan minors, by which the undersigned were appointed appraisers and experts for the purpose of making a fair and honest appraisal of a plantation belonging to the said minors, together with all its dependencies and appurtenances, situated on

the right bank of the River, about two leagues above New Orleans;

The undersigned, having requested and obtained from Mr. de Noyan an inventory of the said property, went to the place and ascertained that the whole of the property was exactly as repre-



sented in the inventory; and, having examined every part in its present condition, they appraised the whole property at the sum of 204,930 livres in French currency.

The present report was drafted at the residence of Mr. Bellair, together with the annexed inventory, the whole having been well and conscientiously executed by the undersigned.

(Signed) : Bellair; Stiphaine.

Superior Council directs that the above report and appraisement be annexed to the procès-verbal of sale, the price of which cannot be less than the appraised value, in gold or silver French specie.

**October 22, 1763.**—The Superior Council, having read the above report and appraisement made by Sieurs Bellair and Stiphain, it ordered and does order that the said document be annexed to the procès-verbal of the judicial sale, which shall not be made for a price less than the amount set forth in the said appraisement, namely: 204,930 livres, in gold or silver specie,

currency of France.

Furthermore, the Superior Council ordered and does order that the said report of the aforementioned experts be filed in the Registry.

Given in the Council-chamber on October 22, 1763.

(Signed) : Dabbadie; Huchet de Kernion; Delalande; Foucault.

#### **Inventory and Appraisement**

Inventory and appraisement of the De Noyan plantation, one of the most complete and pretentious of that period.

One Plantation measuring twenty arpents frontage by the usual depth, well drained, and furnished, only in the front of the property, with a wooden fence in rather bad condition;

A Canal, which is used for the purpose of transporting timber from the cypress swamp;

Another Canal used for the operation of Indigo manufacturing plants;

Four horse-pumps for drawing water sheltered by a good shed;

Seven well covered brick cisterns;

The necessary equipment for the Indigo factory, namely: an Indigo drying-house, unpaved, furnished with a complete set of tools: all these buildings are covered with planks;

The residence measuring sixty feet in length;

Another building, with unpaved floor, containing a dining-room, a kitchen, and office and two washstands;

A beautiful garden with fruit trees, a canal, and a terrace at one end;

Another building, with unpaved floor, intended for a hospital, covered with shingles;

One coach-house, covered with shingles;

One poultry-house, covered with planks;

Two pigeon-houses with a certain number of pigeons, one built on brick pillars and joists, the other built on the ground and enclosed with planks: both covered with shingles;

One large courtyard surrounded by upright posts;

One large warehouse measuring sixty feet in length and twenty feet in width, covered with planks and boards;

One well in brick, covered with shingles, which is falling into ruins;

One bakehouse built of upright posts and furnished with an oven in brick;

One blacksmith's shop provided with all the necessary implements and tools;

The dwelling of the keeper of the plantation, built in the back yard;

One sheepfold built of posts sunken into the ground and covered with planks;

Another small building in brick, with unpaved floor, covered with planks, and intended for a chicken-house;

One beautiful lane of pecan trees.

#### State of the Negroes, Their Quality Their Age

Pierre, cook and confectioner.....	35	4000—	Livres
Juniper, indigo-maker, confectioner.....	41	2500	do
and his wife: Jeanne Marie, servant.....	47	1000	do
and their daughter: Jeanne, servant.....	22	2000	do
Augustin, son of Jeanne.....	4 $\frac{1}{2}$	400	do
Joseph, driver and woodcutter.....	24	2000	do
Jasmin, servant.....	17	1800	do
Houali, doctor.....	55	800	do
and his wife: Flatinet.....	48	1000	do
Baïlle, woodcutter and timber-squarer.....	24	2500	do
Nicolas, woodcutter.....	24	2500	do
Francoise.....	17	1800	do
Manette.....	11	1000	do
Jean Giron.....	58	800	do
Calamboïe, washerwoman.....	28	1800	do
Marianne.....	16	1600	do
Charlotte.....	5	500	do
Nagot.....	50	1000	do
Isabelle.....	33	1500	do
Louison.....	12	1000	do
Jacques.....	13	1200	do
Marianne.....	5	500	do
Noubeau, timber-squarer.....	31	1600	do
Marguerite.....	27	1500	do
Nany.....	7	700	do
Goton.....	12	1000	do
Bernard, incapacitated.....	66	150	do
Christophe.....	24	1500	do

Jean Augustin, laborer and timber-squarer .....	27	2500	do
Orph, timber-squarer .....	28	2000	do
Marie Françoise .....	25	1600	do
Jean Baptiste .....	8	800	do
Gabriel .....	5	500	do
La Fortune, incapacitated .....	75	150	do
Martin, laborer .....	28	2000	do
Pierre .....	15	1500	do
Hector .....	37	2000	do
Chalinette .....	25	1500	do
Rose .....	8	800	do
Mouton, woodcutter .....	30	1200	do
Paul, timber-squarer .....	31	2500	do
Julie .....	25	1600	do
St. Jean .....	6	600	do
Le Grand Pierrot, incapacitated .....	70	150	do
Angelique .....	5	500	do
François .....	21	1600	do
Pierre .....	19	1500	do
Leveiller, indigo-maker, carpenter and foreman .....	50	1200	do
And his wife: Quebon .....	51	800	do
Cadet, timber-squarer and driver .....	26	2000	do
Boue, blacksmith, timber-squarer and charcoal-maker .....	46	2500	do
Marton .....	18	1500	do
Antoine .....	14	1200	do
Lucille .....	15	1200	do
Magdeleine .....	11	1000	do
Marie Anne .....	9	800	do
Stageolet, carpenter, sawyer, has some knowledge of the cooper's trade .....	48	2500	do
Combeau .....	48	1200	do
François, woodcutter .....	29	1500	do
And his wife: Catherine, washerwoman .....	25	1500	do
Pierre .....	6	600	do
Momus, gardener .....	45	1200	do
Marianne .....	6	600	do
Jeanette, seamstress .....	38	1500	do
Marie Josephe .....	2	200	do
Marie .....	21	1600	do
Dunba, dairyman .....	65	300	do
Marie Anne .....	21	1500	do
Pierrot, carpenter and wheelwright .....	35	3000	do
Marie Congo, seamstress .....	35	1800	do
Marie Louise .....	21	1800	do
Paul, woodcutter .....	33	1600	do
Genevieve .....	16	1200	do
Besides: five little negro children born within the last three years and valued altogether: .....	1000		do



And—Six iron shovels, six hatches, forty-seven pickaxes, thirty-two indigo-knives, five flywheels, two saws, two shears, two iron nippers, one joiner's vise, eight wimbles, one pair of compasses, one gouge, two tap wrenches, one iron square rule, one plane, one verlope, one medium-sized joiner's grooving-plane, one rabbit-plane, five pit-saws in not very good condition, one compass-saw, two hollow adzes, one two-edged knife, one bell, one plow, three carts, one truck.

#### Tools of the Blacksmith Shop

One pair of bellows, one anvil, one anvil-block, two blacksmith's pokers, five pincers, one large and four small hammers, one "egoine", three anvils for making nails, two drivers, one edge, two mandrels, one turn-mattock, one shovel-mandrel, one pair of compasses, one pair of tongs, six files: the whole appraised at 1500 livres:..... 1500 --

#### Cattle

Twelve oxen trained for worknig, plowing and carting; one bull, twenty-two cows, ten calves, twenty-five full grown ewes and twenty-eight young ones, three rams, three horses to work the pumps; the whole appraised at 4780 livres:..... 4780 --

#### The Plantation

Measuring twenty arpents frontage by the usual depth, provided with a good system of drainage, with a Canal about thirty arpents in length, with about five hundred arpents of cleared land, with a garden and with a pecan grove: appraised at 4000 livres per front arpent, making a total of 80,000 livres:..... 80000 --

The residence and the kitchen appraised at 6000 livres:..... 6000 --

The warehouse appraised at 1200 livres:..... 1200 --

The coach-house, pigeon-houses, poultry-house, sheepfold, and two cabins in bad condition: the whole appraised at 1000 livres:..... 1000 --

Seven pairs of indigo vats in brick and their shed; four pumps and their shed; the indigo drying-house and the tools of the indigo factory: the whole appraised at 10,000 livres:..... 10000 --

Seventy-eight negroes, as above appraised and representing a total amount of 100,450 livres:..... 100450 --

The smithy together with all its implements and tools as hereinabove mentioned and appraised at 1500 livres:..... 1500 --

Cattle of different kinds as hereinabove specified and appraised at 4780 livres:..... 4780 --

Making the total amount of 204,930 livres:..... 204930 --

October 24.

3 pp.

Nicolas Menelet  
files suit against  
the Laporte estate  
to recover money  
claimed to be  
due him.

**Petition** to Monsieur Dabbadie, Councillor of the King in the King's Council's, Commissioner General of the Marine, Intendant and Presiding Judge of the Superior Council of Louisiana:

Nicolas Menelet, a resident of this city, humbly prays and represents: That there is due him by Sieur Laporte the sum of 1780 livres, namely:

July 15—for his mulatto: for making a jacket and a pair of breeches for a brown boy, 50 livres:....	50 --
For having furnished four ells of lining goods, at 10 livres per ell:.....	40 --
Sold and delivered by petitioner to La Porte one jacket and one pair of breeches of dimity for the price of 100 livres:.....	100 --
For making a mosquito-bar and furnishing the material, 100 livres:.....	100 --
August 5—for making two pairs of breeches of black velvet and for goods furnished, 40 livres:.....	40 --
For making one pair of breeches of linen, 10 livres: .....	10 --
August 19—for his mulatto: for making one jacket and one pair of large breeches, 50 livres:.....	50 --
For boarding his mulatto for two months at the rate of 100 sols per day, making a total of 310 livres: .....	310 --
For two months' rental of two furnished rooms at the rate of 150 livres per month:.....	300 --
For the rental of one furnished room in the rear of the house: 75 livres:.....	75 --
Due by La Porte for three months' rental of a room to Sieur Poiret, who left, as security, a blue laced coat of which La Porte took possession saying that he would pay the rent himself, at the rate of 50 livres per month: making a total of 150 livres:.....	150 --
For one pound of gunpowder sold and delivered by petitioner to La Porte the very day of the latter's flight, the said La Porte saying that he was going hunting: 10 livres:.....	10 --
Paid by petitioner for account of La Porte to several negresses for what the latter owed them: 20 livres: .....	20 --
For four shirts made by petitioner's wife: 40 livres: .....	40 --
<b>Total: 1285 livres:.....</b>	<b>1285 --</b>

Furthermore: La Porte carried off, when he left as a fugitive: one fine blanket, one copper kettle, one mattress, two keys, mentioned in the procès-verbal: the whole appraised at 495 livres:..... 495 --

Total:..... 1780 --

Wherefore petitioner prays that it may please Your Excellency to order that the aforesaid sum of 1285 livres for rent, board, etc.; and the other sum of 495 livres for effects carried away by Sieur La Porte be paid without delay to petitioner. And right will be done.

New Orleans, October 24, 1763. (Signed): N. Menelet.

Above petition referred to the Procureur General.

Referred to Monsieur de Lafreniere, Procureur General of the King. (Signed): Foucault.

Procureur General requests that above petition be served on Joseph Ducros, Attorney for Vacant Estates, who is in charge of the Laporte succession.

**October 25, 1763.**—I request, in the King's name, that the foregoing statement of accounts be presented to Sieur Ducros, in his capacity of Attorney for Vacant Estates, who was entrusted with the assets of the succession of the late Sieur Laporte, the latter having died intestate, so that Sieur Ducros might present his views to the Council, which will render such decision as it will see fit.

New Orleans, October 25, 1763. (Signed): Lafreniere.

Permit to cite.

**October 25, 1763.**—Permit to summon Sieur Ducros, in his capacity of Attorney for Vacant Estates, at the first session of the Superior Council.

New Orleans, October 25, 1763. (Signed): Foucault.

Citation served.

**October 31, 1763.**—Citation was served on October 31st by the Sheriff of the Council upon Sieur Ducros, to appear before the Superior Council on the first Saturday of next month of November, at eight o'clock in the morning. (Signed): Bary.

October 24.

No. 8521. 3 pp.

Act of Mortgage granted by Louis Boré to Durand for 10,000 livres.

**On October 24, 1763,** before the Royal Notary of the Province of Louisiana, residing in New Orleans, personally appeared Sieur Louis Boré, Captain of the Militia, who, by these presents, acknowledged and confessed that he was truly and lawfully indebted to Sieur Durand, who also appeared, in the sum of 10,000 livres, which sum was counted, numbered and delivered to Monsieur the Chevalier de Mazan, who gave hereby due acknowledgment, the said amount representing the purchase price of his half of the plantation.



Sieur Boré promised and bound himself to pay back and remit the said sum to Sieur Durand by means of drafts drawn on Messieurs the Treasurers General of the Marine within one year from this date, granting, as security, a mortgage on all and each one of his properties, present and future; and, in reference to the execution of these presents, took up his domicile on said plantation, which he bought from Sieur de Mazan.

Done and passed in the Notarial Office of this city in the presence of Sieurs Joseph Becat and Marin Bary, duly qualified witnesses.

(Signed): Boré; Durand; Le Chr. de Mazan; Jh. Becat; Garic, Notary.

Partial release of  
above mortgage.

**November 4, 1767.**—On November 4, 1767, before the Royal Notary of the Province of Louisiana, residing in New Orleans, personally appeared Sieur Jean Durand, merchant of this city, who acknowledged and confessed having received from Monsieur the Chevalier de Mazan, the latter's son being present and acting in his father's lieu and behalf, the sum of 6070 livres on account of the foregoing act of mortgage, and in settlement of such amount owed by Monsieur Ponfrac Chevalier de Mazan to Sieur Justinien Girardon de Monfort, merchant of the Cape (Cap Français, St. Domingo), the aforesaid Sieur Durand acting under procurator of Sieur Girardon, and having, in his capacity, released Sieur de Mazan for the said amount, and promising to have him discharged also by whomsoever it may concern.

And, as to the balance of 3930 livres, representing the remainder of the foregoing mortgage, Sieur de Mazan promised to pay to Sieur Durand, or to Sieur Girardon's order, as soon as the draft, which he had arranged with Sieur Girardon, was presented to him.

Done and passed in the Notarial Office at New Orleans on said day, month and year, in the presence of Sieurs Henry Gardrat and Francois Goudeau, competent witnesses.

(Signed): J. Durand; de Mazan; F. Goudeau; Henry Gardrat; Garic, Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

October 24.

No. 8522. 3 pp.

Marriage Contract  
between Jean  
Salvan and Louise  
Lambre.

**Marriage Contract** executed before the undersigned Counselor and Royal Notary of the Province of Louisiana, residing in New Orleans, between: Jean Salvan, a native of Roquefort, Diocese of Vabré, in Auvergne, legitimate son of Pierre Salvan and of Jeanne Gautiere, on one side; and Demoiselle Louise Lambre, a native of the parish of St. Charles des Allemands, in the province of Louisiana, legitimate daughter of Martin Lambre and of Anne Eve, the latter stipulating for her daughter, on the other side.

Jean Salvan was assisted by Charles Barois and Pierre Hardy, his friends. Demoiselle Lambre was assisted by Simon Laurens and Barthelemy Lambre, her brother-in-law and brother, respectively.

Stipulations: The contracting parties will not be liable for debts contracted by each other before the marriage, and each shall settle his or her own indebtedness of that period.

The intended husband and wife shall have a community of property, movable and immovable, acquired during the marriage, according to and in agreement with the Custom of Paris, by which they shall be governed.

The said future wife will bring into the marriage ten horned cattle, appraised, by the contracting parties, in the sum of one hundred pistoles, one third of which will enter into the future community, and the other two thirds shall remain as her separate property.

The future husband endowed and does endow the future wife in the sum of one thousand livres, paid at one time and without recourse, to be taken as soon as the marriage settlement will be executed; and, as security, he granted a mortgage on all his property, present and future.

The contracting parties agreed that the survivor shall take, as a preferred legacy, the sum of five hundred livres, to be taken in kind from the portion of the one who died first, on the basis of the appraisal in the inventory, and without increase, or in cash, at the choice and option of the survivor.

The said intended wife, and her heirs, will have the right to accept or to renounce the said community; and, by renouncing, she will take back, clear and unencumbered, all that she had brought into same, and also the dower (marriage settlement) and the preciput (preferred legacy), free and clear of all debts and mortgages, even if she had been condemned to same, and in such event she shall be indemnified out of the property of her intended husband.

And, for the sake of the good and sincere friendship which the contracting parties professed to entertain for each other; and, in order to give each other proof thereof, they made, by these presents, a pure, simple and irrevocable donation, in the best form that a donation can be made, and this day accepted mutually and reciprocally in behalf of the one who will survive, of all their movable and immovable property, which will be enjoyed by the survivor as a property belonging to him or to her. And they intended that the present donation be recorded in the Registry of the Superior Council, this to be carried out by the bearer of these presents, duly authorised by the contracting parties to have the said recordation made.

Executed in the Notarial Office of this city, on October 24, 1763, in the presence of Sieurs Pierre Marin Bary and Joseph Becat, competent witnesses.

(Signed): Pierre Hardy; Bary; Jh. Becat; Garic, Notary.

The contracting parties, as well as their relatives and friends hereinabove named, with the exception of Sieur Pierre Hardy, declared that they could neither write nor sign.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

October 24.

No. 8523. 3 pp.

Succession of  
Francois Caumont:  
Power of attorney  
granted by Robert  
Caumont to De  
Vaugine, for the  
purpose of making  
settlement of said  
succession.

**Before** the undersigned Royal Notary for the district of Villeroy personally appeared Mr. Robert Caumont, Councillor Physician of the King, residing on Bourgogne Street, Faubourg Saint Germain, parish of St. Sulpice, Paris, sojourning at present in his Castle of Villeroy, and appearing as the only heir, with benefit of inventory, of the late Sieur Francois Caumont, cadet in the King's troops detached in Louisiana, who died in New Orleans on April 20, 1758.

The said appearer, by these presents, constituted as his general and special attorney, Monsieur de Vaugine, to whom he delegated authority to ascertain the assets and liabilities of the succession of the said late Sieur Francois Caumont; to receive, from whomsoever it may concern, all titles, deeds, papers, documents, effects, notes, cash, and, in general, all that might belong to the succession, and to grant valid discharges and receipts; to use all legal means to compel delivery of said documents and effects in case of refusal of the debtors or depositaries; and in general to undertake and perform all that might be necessary for the execution of these presents.

Done and passed at the Castle of Villeroy on May 7, 1763, in the presence of Sieurs Pierre Chapet, Sheriff, and Francois de Boussoit, practicing physician, duly qualified witnesses.

(Signed): Caumont; Chapet; De Boussoit; Jourdeau.

Legalization.

**May 7, 1763.**—Legalization of the foregoing procuration by Clement Blin and

dated May 7, 1763.

(Seal in red wax.) (Signed): Blin; Jourdeau.

Release executed  
by De Vaugine in  
favor of De  
Bellisle.

**October 24, 1763.**—On October 24, 1763, before the Royal Notary of the Province of Louisiana, residing in New Orleans, personally appeared Monsieur De Vaugine, Captain of Infantry, who declared that he had examined the account of the Caumont succession rendered by Monsieur De Bellisle, according to which account the total receipts of the succession amounted to the sum of 2277 livres and 16 sols; and



the total expenditures to the sum of 1191 livres and 10 sols; besides another sum of 400 livres paid to Mr. Detrehan, bearer of a promissory note for said amount, which sum was not entered in the aforesaid statement of accounts; therefore the total expenditures amounted to 1591 livres and 10 sols, and, accordingly, the net assets of the succession are represented by the sum of 686 livres and 6 sols.

The said appearer, by these presents, acknowledged and confessed to have received from said Sieur de Bellisle the said amount of 686 livres and 6 sols by means of a bill of exchange drawn to the order of Monsieur Caumont, father of the said deceased. And the said appearer furthermore acknowledged to have received all titles, documents and papers concerning the succession.

Whereupon Sieur De Vaugine granted full release to Sieur de Bellisle and promised to have him also discharged by and towards whomsoever else it may concern.

Done and passed in the Notarial Office of New Orleans, on said day, month and year, in the presence of Sieurs Pierre Marin Bary and Joseph Becat, witnesses.

(Signed) : Vaugine; Jh. Becat; Bary; Garic, Notary.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

October 28.

No. 8524. 6 pp.

Special procuration granted by Governor Kerlérec to Jean Soubie, his secretary, empowering him to take over and hold a package containing colonial currency, in the event of Dabbadie's death.

On October 28, 1763, at the request of Monsieur de Kerlérec, Knight of the Royal and Military Order of St. Louis, Captain of His Majesty's vessels, Governor of the Province of Louisiana, the undersigned, Counselor and Royal Notary, repaired to the Government House, where, in the presence of the undersigned witnesses, the said Sieur de Kerlérec declared that he constituted as his special attorney, Sieur Jean Soubie, his Secretary, to whom he granted full authority and power to act in his lieu and name,

in case Monsieur D'Abbadie, Commissioner General of the Marine and Intendant of this province, should die before the final settlement of the finances of this colony, to receive the Inventory of said Sieur D'Abbadie, and one Package addressed to said Sieur de Kerlérec and sealed at both ends with the seal showing appearer's coat of arms and with the inscription: "Papiers Appartenants A Nonsieur De Kerlérec" ("Documents belonging to Monsieur Kerlérec"), which package contains, as per verification made by Monsieur D'Abbadie upon the memorandum hereto annexed (not in file), all the notes of the paper currency of the Colony amounting together to the sum of 309,024 livres, 5 sols and 9 deniers, namely: as it is set forth in the said memorandum, the sum of 210,143 livres, 18 sols and 10 deniers belonging to said Sieur de Kerlérec; the sum of 18,416 livres belonging to Madame de Kerlérec; and the sum of 80,463 livres, 17 sols and one denier

belonging to Monsieur and Madame de Neyon: which three sums make up the principal deposited in the hands of said Monsieur D'Abbadie and amounting to the total sum of 309,024 livres, 5 sols and 2 deniers (?), as it appears by the recapitulation of the said colonial notes, approved at the bottom of the aforementioned memorandum and referred to by Numbers, Dates, and Signatures of the Treasurer, Commissioner and Comptroller, and according to the acknowledgment which Sieur D'Abbadie has freely attested.

The appearer also granted power to the constituted attorney to take charge of said total amount as trustee and depository for the compensation and upon the conditions set forth in the aforesaid acknowledgment.

The said amount of currency, in case any misfortune should befall Monsieur D'Abbadie, or in case of the latter's death, and this God forbid, will be received by said Sieur Soubie from the succession of Sieur D'Abbadie, as the constituted attorney was empowered and authorised to oppose all raisings of seals which might be affixed on the assets of said succession, until he had taken possession of said sum of 309,024 livres, 5 sols and 2 deniers, in colonial notes enclosed in the said package, sealed at both ends and bearing the hereinabove quoted inscription.

And the said constituted attorney was hereby authorized to hold the said package on the same terms and conditions according to which Sieur D'Abbadie now holds same, so that the said funds may be turned over by Sieur Soubie to the Treasurer of this colony to be disposed of as it will be ordered by the King.

And in the event of the occurrence aforementioned in reference to Sieur D'Abbadie, in case the assigns should refuse to turn over the said total amount, the appearer empowered Sieur Soubie to undertake all legal proceedings to that end; to obtain sentences and final decisions; to execute same by seizure both on movable and immovable property; to release seizures; and, if necessary, to appeal, to file opposition, to elect domicile, to constitute one or several attorneys and to revoke same by substitution of others; and in general to do, in lieu and behalf of the appearer, all that the constituted attorney might deem most convenient.

And immediately the said Sieur Soubie, who also appeared, declared that he accepted the trust, and promised to discharge it in the manner most satisfactory to Sieur de Kerlerec and under the clauses and conditions hereinabove stated and explained in the acknowledgment of Sieur D'Abbadie.

Whereupon Sieur de Kerlerec declared that he intended that these presents shall be valid for all cases both foreseen and unforeseen, notwithstanding any lapse of time and until express revocation of same; promising, etc.; obligating, etc.

Done and passed in the Government Office on the day, month and year above stated, in the presence of Sieurs Pierre Marin Bary and Joseph Becat, competent witnesses, who signed together with Monsieur Kerlérec and the undersigned Notary.

(Signed) : Kerlérec; Soubie; Bary; Jh. Becat; Garic, Notary.

Madame Dubot de Neyon, acting for herself and as attorney-in-fact of her husband, releases Kerlérec from all responsibility in reference to colonial currency placed in his care.

**October 28, 1763.**—Before the Royal Notary of the Province of Louisiana, residing in New Orleans, in the presence of the undersigned witnesses, personally appeared Madame Marie Claude Therese Dubot, acting both in her own name and as holder of a general and special power of attorney granted her by an act executed in this office on August 16, 1757, by Monsieur

de Neyon de Villiers, her husband, Commandant in Illinois, who duly authorised her to act for him in all cases.

Which appearer requested Monsieur de Kerlérec to take charge of the sum of 80,463 livres, 17 sols and one denier, in colonial currency, to be placed with the colonial currency belonging to said Sieur de Kerlérec and to be subject to the same disposition as the said colonial currency of Mr. de Kerlérec, pending a settlement of the finances of this Colony; and the appearer promised not to hold Sieur de Kerlérec responsible for the said colonial notes.

The said appearer also acknowledged that the said colonial notes had been already entrusted and deposited with Monsieur Dabbadie, Commissioner General of the Marine and Intendant of this province, who kindly consented to accommodate Monsieur de Kerlérec by taking charge of the said amount of colonial currency for the purpose of converting the said notes into drafts to be drawn upon the Treasurers General of the Colonies in Paris, this transaction to be executed with respect to the notes belonging both to Sieur de Kerlérec and to Madame de Neyon, and in compliance with the orders that it will please the King to issue in reference to each group.

Sieur de Kerlérec, who also appeared, acknowledged to have received the said sum and notes, of which he shall render an account, according to the value of the said notes of colonial currency, at the time of the settlement of the financial conditions in the Colony, provided he will not be held responsible, in any manner, for losses caused by fire or clearly established theft.

Furthermore, the said Madame de Neyon promised to accept and to be bound entirely by the acknowledgment granted by Monsieur D'Abbadie to Sieur de Kerlérec on October 14th; and, accordingly, the receipt which had already been given her by Sieur de Kerlérec, shall be considered null and as not having been made, since Sieur de Kerlérec received the aforesaid amount of 80,463 livres, 17 sols and one denier only to accommodate and oblige said Madame de Neyon, the foregoing being in accordance with the agreement between the said parties.



Done and passed in the Government Office in the presence of Sieurs Joseph Becat and Jean Soubie, Secretary to Monsieur de Kerlérec.

New Orleans, October 28, 1763.

(Signed): Du Bot de Neyon; Kerlérec; Soubie; Jh. Becat; Garic, Notary.

(Signed, in margin of first page): Devergés; De Reggio; Ducros.

October 28.

2 pp.

Pierre Bourcier called Contois files suit to recover debt due him by Bunel.

**Petition** to Monsieur Foucault, acting Intendant and First Judge of the Superior Council of the Province of Louisiana:

Pierre Bourcier called Contois humbly prays and represents: That there is due him by Sieur Bunel, goldsmith merchant of this city, the sum of 699 livres in drafts, and the sum of 1853 livres in paper currency, as per statement hereto attached (not in file);

That Sieur Bunel constantly delays payment of said amounts while petitioner is hard pressed by his creditors;

Wherefore petitioner prays that it may please Your Excellency to allow him to have Sieur Bunel cited to appear at the first session of the Council, so that he may be condemned to pay him, without delay, the amounts above specified, besides all expenses and costs. And justice will be done.

New Orleans, October 28, 1763. (Signed): Bourcier.

Permit to cite.

**October 29, 1763.—Permit** to cite at the first session of the Council. New Orleans, October 29, 1763. (Signed): Foucault.

Citation served.

**October 31, 1763.—Citation** served on October 31st by the Sheriff of the Council upon Sieur Bunel to appear before the Court on the first Saturday of November at eight o'clock in the morning. (Signed): Bary.

October 29.

2 pp.

Pierre Fauche files suit on a promissory note against Carlier, Clerk of the Marine.

**Petition** to Monsieur Foucault, Commissioner of the Marine, acting Intendant and First Judge of the Superior Council of Louisiana:

Pierre Fauche, a resident of this city, humbly prays and represents: That he is the bearer of a promissory note, hereto annexed (not in file), drawn by Sieur Carlier in favor of Sieur Maxent for the sum of 36,946 livres, dated June 7th last and endorsed to the order of petitioner by Sieur Maxent on October 18th; that petitioner repeatedly made demand on Sieur Carlier for the payment of said note, but without avail.

Wherefore petitioner prays to be allowed to have Sieur Carlier summoned before the Council so that he may be condemned to pay petitioner the aforementioned amount, represented by the said promissory note, together with interest, expenses and costs. And justice will be done.

New Orleans, October 29, 1763. (Signed) : Fauche.

Permit to cite.

**October 29, 1763.—Permit** to cite at the first session of the Council. New Orleans, October 29, 1763. (Signed) : Foucault.

Citation served.

**October 31, 1763.—Citation** served on October 31st by the Sheriff of the Council on Sieur Carlier, Clerk of the Marine, to appear before the Court on the first Saturday of the next month of November, at eight o'clock in the morning. (Signed) : Bary.

October 29.

No. 8525. 2 pp.

Act of Mortgage  
granted by De La  
Gautrais and wife  
to De Beaurepos.

**On October 29, 1763**, in the morning, before the Royal Notary of the Province of Louisiana, residing in New Orleans, personally appeared Monsieur Herpin de La Gautrais and Madame Marie Louise Bienvenu, his wife, duly authorized by him to act herein, both of whom acknowledged and confessed that they were truly and lawfully indebted to Monsieur Bonrepaux (Beaurepos), former officer of Infantry, in the sum of 10,000 livres, which amount was at present delivered to them in drafts drawn upon the Treasurers General of the Colonies; and they promised and bound themselves in solido to pay back and remit to the said Sieur de Beaurepos within the month of March 1764 in kind, namely, in drafts upon the Treasurers General of the Colonies; and as security they granted a mortgage on all their property, present and future, and elected their domicile at their plantation, situated about one league below the city, on this side of the River.

Executed in the Notarial Office of this city in the presence of Sieurs André Girard and Joseph Becat, duly qualified witnesses, residing here.

(Signed) : Lagautrais; Le Chr. de Beaurepos; Girard; Jh. Becat; Garic, Notary.

Madame Bienvenue de La Gautrais declared that she could neither write nor sign.

(Signed, in margin of first page) : Devergés; De Reggio; Ducros.

October 31.

2 pp.

Joseph Ducros,  
Attorney for  
Vacant Estates,  
petitions for  
permit to dispose  
of the effects of  
Laporte at  
judicial sale.

**Petition** to Monsieur Foucault, Commissioner of the Marine, Councillor of the Superior Council of New Orleans, acting Intendant of Louisiana:

Joseph Ducros, Attorney for Vacant Estates, humbly prays and represents: That Sieur Pierre Laporte, a native of Pau, in Bearn, died intestate at the residence of Sieur Kreps, inhabitant of the River of the Pascagoulas, who brought to this city the deceased's personal effects, which were deposited in the Registry; that, at the request of the Procureur General of the King, an inventory was made at once of the said effects, which were entrusted to the keeping of petitioner; that said effects consist of wearing apparel and various odds and ends, which could deteriorate and lose value if kept locked up too long.

Wherefore petitioner prays that it may please Your Excellency to allow petitioner to dispose of said effects by judicial sale, to be held before the Commissioner that it may please Your Excellency to appoint, and in the presence of the Procureur General of the King.

New Orleans, 1763. (Signed): Ducros.

Petition granted  
and sale ordered.

**October 31, 1763.—Let the prayer** of of the foregoing petition be granted and let the sale be held before Monsieur de La Lande, Councillor of the Superior Council, and in the presence of Monsieur the Procureur General of the King.

New Orleans, October 31, 1763. (Signed): Foucault.

October 31.

2 pp.

Laporte Succession:  
Judicial sale of  
the effects left  
by deceased.

**On October 31, 1763,** at ten o'clock in the morning, on petition of Sieur Ducros, Attorney for Vacant Estates, and by virtue of the order of Monsieur Foucault, Second Judge of the Council and acting Intendant, the undersigned, Charles Marie de Lalande Dappremont, acting in lieu of Mr. Kernion, Commissioner appointed in this case, and absent, accompanied by Monsieur de Laplace, Councillor Assessor, acting Procureur General of the King, went to the Bar of the Court for the purpose of disposing of the effects of the



Laporte Succession; and the judicial sale was carried out as follows:

First: there was offered and put up for sale a violin with its case, which was adjudicated to Sieur Ducros for 83 livres:..... 83 --

Item: one walking-stick with a Moors' head and with gold trimmings, adjudicated to Sieur Beau Repos for 99 livres:..... 99 --

Item: one sword with silver hilt and with two belts, adjudicated to Sieur Zacherie for 340 livres:..... 340 --

Item: one hat with gold ornaments on brim, one hair-bag, one pair of black velvet breeches, one pair of crimson velvet breeches, adjudicated to Sieur Joly for 181 livres:..... 181 --

Item: eight trimmed shirts, three pairs of linen drawers, ten collars, adjudicated to Sieur Dreux for 325 livres:..... 325 --

Item: nine pairs of silk stockings, adjudicated to Sieur Joly for 71 livres:..... 71 --

Item: one Peruvian costume and one satin jacket adorned with silver lace, adjudicated to Sieur Bardon for 70 livres:..... 70 --

Item: one coat of blue Pequin, and one cloth jacket, both adorned with silver lace, adjudicated to Sieur Gado-bert for 171 livres:..... 171 --

Item: one gold-laced coat and scarlet gold-laced waistcoat, adjudicated to Sieur Michel for 185 livres:..... 185 --

Item: one crimson coat, and one black taffeta waist-coat, adjudicated to Sieur Michel for 173 livres:..... 173 --

Item: one old coat of blue cloth with gold lace and one pair of velvet breeches, adjudicated to Sieur Jerton for 70 livres:..... 70 --

Item: one pair of large and one of small buckles with brilliants, and one pair of cuff-buttons, the whole of silver, adjudicated to Sieur Brasier for 81 livres:..... 81 --

Item: one trunk closing with lock and key, adjudicated to Sieur St. Anne for 12 livres:..... 12 --

Item: another trunk adjudicated to Sieur Marin for 36 livres:..... 36 --

And, as the foregoing effects represented all that was found there, the sale was closed and the proceeds thereof were at once turned over to Sieur Ducros, in his capacity of Attorney for Vacant Estates, who will render an account of same to whom it may concern.

Done in the Registry on said day, month and year.

(Signed): De la Place; Delalande; Ducros; Garic, Clerk.

October 31.

No. 8527. 5 pp.

Tutorship of the  
Renaud minors:  
Judicial lease  
of slaves.

**On October 31, 1763**, at eight o'clock in the morning, upon petition of *Sieur Louis Brazier*, in the name and as tutor of the minor children of the late *Sieur Renaud* called *St. Laurent*; and by virtue of the order of the 26th instant of *Monsieur Foucault*, Second Judge of the Superior Council, acting Intendant, the said order being

written beneath the said petition:

The undersigned, *Mr. Jacques de Lachaize*, Councillor Assessor, General Storekeeper of the King in Louisiana, appointed Commissioner in this case, accompanied by *Monsieur Joseph de Laplace*, Councillor Assessor, acting Procureur General of the King, went to the Bar of the Court to let out by public auction five head of negroes and two children, namely: *Marion*, *Isabelle* and her son *Jean Louis*, *Martonne*, *Marie Louise* and her daughter *Catiche*, and *Jean Attis*: all of them belonging to the succession of the late *Sieur Renaud* called *St. Laurent*.

And the undersigned Commissioner having read and taken cognizance of the *procès-verbal* concerning the advertising and placarding executed yesterday by the Sheriff of the Council in all the customary places of the city; and having caused the Sheriff to announce publicly that an adjudication, as aforesaid, of the following negroes was to be held, namely:

*Marion*, negress, forty years old; *Isabelle*, negress, twenty years old, and *Jean Louis*, her son, fifteen or sixteen months old; *Martonne*, twenty-two years old; *Marie Louise*, fifteen years old, with her daughter *Catiche* at the breast; and *Jean Attis*, eighteen years old, wagon-driver; the said adjudication and lease being for the term of one year to start from date, and on the following clauses and conditions, to-wit:

That the adjudicatee pay the price of adjudication at the expiration of every six months in drafts, or in piastres at the rate of five livres per piastre, into the hands of *Louis Brazier*, tutor;

That the expenses of adjudication be paid to the Clerk;

That the adjudicatee shall keep and take care of the said slaves, both in good health and in sickness, without any reduction in the consideration for their hire;

That the adjudicatee incur all eventual risks, of whatsoever kind, that might befall the said negroes, with the exception of natural death;

That in the event that the said slaves should commit suicide or deliberately drown themselves, evidence thereof shall be furnished by the adjudicatee;

That the adjudicatee shall likewise assume the risk of their running away without reduction in the price of adjudication of the lease;

That the adjudicatee shall also furnish all the labor on public works, and assume all taxes, which might be levied on the said slaves, and this also without any reduction in the price of the lease;

That the adjudicatee shall take good care of said slaves by not imposing on them too hard work, which might injure their health;

That the adjudicatee shall furnish good and sufficient security to cover both the price of adjudication and the value of the slaves;

That under no pretext shall the adjudicatee demand a reduction of the price of the lease, which is to be paid, as stated above, every six months.

All the foregoing conditions having been read and explained by the Sheriff in a loud and audible voice, Sieur Beaurepos came forward and offered 400 livres for the negress Marion, who is sick at present, and her daughter Martonne; then the offer was raised to 420 livres by Sieur Bardon; to 500 livres by Sieur Beaurepos; to 550 by Sieur Guiory; to 600 by Sieur Beaurepos.

And, having waited one hour and a half without receiving any higher bid, the said negress Marion and her daughter Martonne were definitively adjudicated to Sieur Beaurepos for the said price of 600 livres payable in drafts or in piastres at the rate of five livres per piastre.

For the negress Isabelle and her son, Sieur Le Normand offered 200 livres; Sieur Bardon, 250; Sieur Arnoult, 300; Sieur Le Normand, 330; Sieur Arnoult, 340; Sieur Le Normand, 360, which was the highest and last bid.

Bids for the negress Marie Louise and her daughter were: 200 livres by Sieur Colin; 220 by Sieur Bardon; 250 by Sieur Beaurepos; 315 by Sieur Colin; 330 by Sieur Bardon; 350 by Sieur Colin; 365 by Sieur Ladoux; 370 by Sieur Colin; 375 by Sieur Ladoux; 385 by Sieur Colin; 395 by Sieur Ladoux; 400 by Sieur Colin; 405 by Sieur Ladoux, to whom the said negress was adjudicated.

Bids for the negro Jean Atty: 200 livres by Sieur Benoit; 300 by Sieur Clermont; 330 by Sieur Guiory; 375 by Sieur Durand; 380 by Sieur Guiory; 390 by Sieur Benoit; 400 by Sieur Guiory, to whom the slave was adjudicated.

The aforesaid adjudicatees were immediately put in possession of the aforesaid slaves, and they promised to comply entirely with all the conditions and clauses hereinabove explained, and to pay every six months in drafts the price of the lease, and as security therefor they granted a mortgage on all their property, present and future, and promised to furnish furthermore a good and sufficient surety.



And, accordingly, Sieur Beaurepos presented as his surety Sieur Petit; Sieur Lenormand presented Sieur Becat; Sieur Ladoux presented Sieur Forestal; Sieur Guiory presented Sieur Brazier; all of the said sureties signifying their acceptance and granting a mortgage on all their property. And signed.

(Signed) : Huchet de Kernion; Lenormand; Ladoux; Brasil-  
lier; De la Place; Delachaise; Garic, Clerk.

Monsanto appears  
in the afternoon  
and offers a  
higher price for  
the slaves leased  
to Beaurepos; but  
the latter outbids  
and gets the said  
slaves.

In the afternoon there appeared Sieur Monsanto, who offered 800 livres for the said negresses Marion and Martonne, and the bid was raised to 805 livres by Sieur Beaurepos, to 815 by Sieur Monsanto, to 825 by Sieur Beaurepos, to whom the said two negresses were adjudicated, under all the above clauses and conditions. And signed.

(Signed) : Huchet de Kernion; De la Place; Delachaise.

(To be continued.)

✓ a

**INDEX TO THE SPANISH JUDICIAL RECORDS  
OF LOUISIANA  
LXXVI.**

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January, 1785.

(Continued from October, 1942, Quarterly)

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By LAURA L. PORTEOUS  
(With Marginal Notes by Walter Prichard)

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Spanish officials appearing in this installment:

Esteban Miro, Colonel of the Royal Regiment and Governor General of this Province (1785); Brigadier of the Royal Armies, Governor and Intendant General of this Province (1790).

Martin Navarro, Intendant General of Louisiana.

Juan Ventura Morales, Intendant General ad interim (1785).

Pedro Aragon y Villegas, Secretary of the Intendancy (1785).

Juan Doroteo del Postigo y Balderrama, Assessor General and Auditor of War (1785); Auditor of War, Honorary Judge of the Royal Audiences of Guadalajara, and Assessor General of this Government (1790).

Josef de Ortega, Lawyer of the Royal Councils for all His Majesty's Dominions in America and Senior Alcalde Ordinary of this City (1790).

Manuel Serrano, Assessor ad interim of this Intendancy and in General for this Government (1790).

Escribanos: Fernando Rodriguez (1785); Pedro Pedesclaux (1788).

Attorneys: Antonio Mendez (1785); Santiago Felipe Guinault (1788).

Nicolas Fromentin, Deputy Sheriff (1787).

Felipe Ravina, Deputy Sheriff (1789).

Luis Lioteau, Royal Notary (1787); Official Taxer for Costs of Court (1790).

Santiago (Jacques) Masicot, Commander of the First German Coast (1787).

Pedro Piernas, Colonel of the Fixed Regiment of Louisiana (1790).

**INTRODUCTION**

This Aragon vs. Palao suit is the most difficult and unsatisfactory one found so far in the Spanish Archives. It is incomplete, inaccurate, ambiguous, contradictory and does not conform to Spanish Judicial Procedure. Incomplete, because many ex-

hibits are missing from the file, such as Mr. Palao's declaration made in Pensacola; the note for 506 pesos, 5 reales and the Marriage Contract, removed from the records; Mr. Aragon's note used to buy the negresses, according to Mr. Macarty's testimony; the new plea, or instance, introduced by the defendant, during the prosecution of the main cause; the first act of sale drawn up in Pensacola, transferring the slave to Bautista Cors; and the other executed at the German Coast conveying the mother and son to Mr. Ducieau, etc. Inaccurate, because these documents are not available, for checking, although constant references are made to them. Ambiguous, because without these records, so often quoted, under a simple he, she, it, they and them, either masculine, or feminine, gives a doubtful and uncertain meaning, sometimes capable of being understood in more ways than one, making it impossible to interpret what the writer has in mind. Contradictory, because none of the interested parties stick to their statements, say one thing one day and another the next; this is particularly noticeable in Mr. Palao's petitions and depositions and those of the Saint Amants. This case does not conform to Spanish Judicial Procedure because many of the documents are filed out of chronological order. (That is why each entry is dated.) Mr. Aragon makes impossible requests, not provided for in the O'Reilly Code. Why Governor Miro waited until page 117, when he pronounced definitive sentence, to reprove the plaintiff for the mal-presentation of his claim, is inexplicable. In this judgment he tells him how he should have opened the proceeding, namely: with the placing of the note as an exhibit, first, followed by a petition asking verification, by the defendant and in accordance with the latter's declaration, requested the writ of execution, etc. Among other misplacements that may be noted, in passing, is that Aragon's petition for Commander Masicot's declaration comes after the said declaration has been filed, and in many instances the statements are so vague, particularly those made by the plaintiff, in referring to matters not previously mentioned, that it has been necessary to resort to literal translation as the only means of completing the sense. Wherever possible annotations have been added.

Mr. Aragon is arrogant, pompous, pedantic and addicted to the use of classical allusions, that do not go well with the simple life and customs of these Colonials. He is also given to asking hypothetical questions, in his various petitions, which have no place in Spanish Legal Procedure. And further, his persistent use of the *otrosi* (moreover), in law every petition made after the principal, instead of setting forth all his requests in the body of the main petition. The long demand on page 41, has been rendered in the first person, instead of the narrative form, otherwise it would have been impossible of interpretation, because of its many complications.



Antonio Palao makes a very poor showing with his defense. He and the Saint Amants seem to have been very badly advised, although Antonio Mendez, their attorney, appears to have been both competent and intelligent and was a Procurador Publico del Numero for many years. Why the defendant was willing to contest his case through 125 pages, really 250, as pages are written on both sides, although numbered only on one, and to pay 105 pesos 3 reales costs of the court, to avoid meeting a note for 506 pesos 5 reales, which he acknowledges he owes, is hard to understand; it must have been because he loved a fight, even in Court. True, he did try to have the selling price of the dead negress deducted from his debt, which was an absurd claim. The slave died through illness and was not killed by the plaintiff's opposition to the sale. And besides, when Mr. Cors took actual possession of her and paid the purchase price agreed upon, she became his, and as such he should have sustained the loss and not the litigants.

There seems to be a great deal of venom and spite in Aragon's attacks on Palao; such personal feeling between two opponents has never been noted before in any other proceeding. In practically every case the interested parties stick to the matter to be litigated and leave personal affairs out of the question. Mr. Aragon was very extravagant with the use of the fine, expensive, linen paper, placed at the disposal of the Court and Government employees. There is a temptation to think that he must have helped himself generously to the office supplies, while he was acting secretary and commissary, during Martin Navarro's and Juan Ventura Morales' absence.

Such then is the case, Aragon vs. Palao, to collect a debt. And if it were not for the rare bits of history found embedded in the many long dissertations, this suit has hardly been worth the amount of time, patience, labor and energy required to render it into readable English.

LAURA L. PORTEOUS

January 10, 1785.

**Pedro Aragon y Villegas  
vs. Antonio Palao.**

No. 2983. 126 pp.

Court of Governor Estevan Miro.

Assessors, Juan del Postigo,  
Josef de Ortega and Manuel  
Serrano.

Escribanos, Fernando Rod-  
riguez and Pedro Pedesclaux.

To collect a debt.

This lengthy proceeding, which began as a simple legal action to collect a debt, dragged on in the Courts for nearly six years before a final settlement was reached. Many irrelevant matters are entered in the proceedings, and the case is an excellent example of the way in which a relatively minor litigation could be delayed and prolonged when both of the litigants were inclined to be contentious. The proceedings contain some interesting items of history for students of Spanish Louisiana. The complications in the proceedings and the difficulties encountered in making sense out of the documents are fully explained by the translator in the Introduction.

*The Defendant's Letter.*

to be sold for me in exchange for rice and pigs, and having advised them to ship my purchases to me they told me they could not come down for the present as they were busy planting, and I (would have) brought (them) to you but was deceived because I have been hoping every moment that they would send my purchases to me as they promised.

In consequence I shall have to be indebted to you and ask you to please do me the favor to wait, at least until the last of the coming month, when I promise to deliver your goods, that have not been sold, to you, amounting to 232 pesos, together with the 277 pesos that have been received in provisions, also two receipts which amount to 92 pesos, a total of 601 pesos, without counting the vinegar valued at 12 pesos which I shall remit. The rest will be paid little by little, because I am not able to do so in any other way. I hope you will forgive me for the trouble I have caused you and order me to do things to your liking, which I shall with all pleasure,

God bless you with many years of good health. I kiss your hand, your humble servant. (Signed): Antonio Palao.  
December 13th of 84.

Pedro Aragon y Villegas sets forth that he has been notified of Antonio Palao's acknowledgment of an indebtedness to him, as well as his denial of the existence of any property, therefore to verify this last statement he prays the Court to receive summary testimony, according to the tenor of this petition, and when given, if this evidence should be sufficient, to decree that the case must proceed until full payment will have been made. Governor Miro rules: Let the testimony of the witnesses that this party offers, be received, and when presented, they must swear and declare according to the tenor of this written petition, and when done a decision will be rendered.

A letter, dated March 13, 1784, written by Antonio Palao, to Pedro Aragon, reads:

Dear Sir: I feel greatly the inconvenience it has caused you to come to look for your merchandise, but as I was much inconvenienced by these articles, a few days before you came to ask for your things they were sent to the plantation

Interrogatorio presented by the plaintiff.

Pedro Aragon presented an interrogatorio of seven questions to be answered by Antonio Palao, Sub-lieutenant of the Fixed Regiment of Louisiana, in the Executory Process brought against him to collect 506 pesos 5 reales.

1st. Q. Let the defendant swear and declare whether he had not previously signed a note for 600 pesos to be paid at the end of February, 1784, before the plaintiff delivered the merchandise to him?

2nd. Q. When Mr. Palao asked Mr. Aragon for the merchandise, did he not give his word of honor that he would return the latter's note in payment for same just as soon as Mr. Saint Amant, who held it in his possession, could come to the city, and that in the interim he made out an obligation for a like amount for the plaintiff's protection?

3rd. Q. When the plaintiff asked for the note several times, did the defendant not answer that Mr. Saint Amant had not come down to the city yet, but that the note was safe?

4th. Q. Did he not receive two negresses from Juan Bautista de Macarty in payment for the said note which was negotiated without the consent of the maker and subsequent to their agreement, and that he has them now in his possession?

5th. Q. Is it not true that just as soon as Mr. Macarty asked the plaintiff to pay the said note, the latter reminded the defendant not once, but many times, to settle with him for the merchandise, which he did not do?

6th. Q. Is it not true that after many friendly remonstrations with the defendant to pay the plaintiff, which he has not done, he was asked to return the merchandise, and that in the interval Mr. Aragon went to see Mr. Palao who told him he had the goods on hand, but that he kept putting off with the promise to return the merchandise?

7th. Q. Is it not true that the defendant later bought another negress with the proceeds from the sale of the merchandise, and whether he still has her in his possession?

New Orleans, January 12, 1785. (Signed) Pedro Aragon y Villegas.

The plaintiff petitions to present the defendant's letter and his interrogatorio.

Pedro Aragon petitions to say that he has been notified of the Governor's decree, granting him permission to present witnesses to testify as he requested in a foregoing plea, so as to ascertain whether or not any property exists, belonging to the defendant, and for the part of the testimony that the plaintiff must give, he prays the Court to admit the letter, duly presented, and for further proofs to order his witnesses to depose according to the interrogatorio he has also pre-



sented, and if the testimony is favorable and leaves no margin for doubt let him file the declarations with his evidence.

In a secondary petition, he prays to have Juan Bautista Macarty, Mr. St. Amant and Mrs. St. Amant depose according to the tenor of the particulars, reserving to himself the right to present them, at once, for their declarations, and considering that the two last named live in the country, issue writs of citation, naming the day and hour for them to appear, and done attach their depositions to the abovesaid evidence. Governor Miro rules: As it is prayed throughout.

Pedro Aragon again petitions, this time to complain that his witnesses have not testified.

On March 13, 1785, the plaintiff sets forth that four months ago\* he presented a request to His Lordship asking to have Antonio Palao answer a number of questions he has propounded and also to have Juan Bautista Macarty, Mrs. St. Amant and Mr. St. Amant give testimony according to the tenor of what he reserved to himself the right to present, at once, for their declarations, and whereas up to now the defendant has not done so, even though the day and hour were named for him to appear and testify, therefore he prays Governor Miro to order Mr. Palao, while he is still in the city, to come to the Court to depose as requested.

In a secondary petition, Mr. Villegas asks that it may please the Court to forbid the Escribanos del Numero of this city and Pensacola, to execute any acts of sale for property belonging to Antonio Palao, either for him directly, or through an intermediary, and particularly for the three slaves in question, so that he may enforce his demand to the full extent of the law.

In a third minor request, the plaintiff prays the Court to order the Escribano to produce certified copies of any sales they may have executed, within the last two years, either for the defendant or through some person acting for him. Governor Miro rules: Let the following day be set aside for placing an interdiction upon Mr. Palao's property.

Antonio Palao answers, asking for the records of the case.

Nothing further takes place until June 26, 1787, when the defendant answers, saying it is convenient to his right to have the Governor order the Clerk of the Court deliver to him the records of the case that Pedro Aragon prosecutes against him to oppose the sale he has made to Bautista Cors, of a negress belonging to his wife, Maria Saint Amant. Estevan Miro, on Assessor Postigo's advice, rules: As it is prayed.

\* From January 12th to March 13th, 1785, is two months, not four, as Pedro Aragon states.—L. L. P.

Antonio Palao again petitions, this time to explain the circumstances of the sale of the negress.

On June 27, 1787, the defendant, through his Attorney, Antonio Mendez, speaking for Mrs. Maria Ana Saint Amant Palao, avers that two years before he sold her negress to Bautista Cors for 324 pesos to be paid in this manner, namely: 112 pesos in Mexican silver coin and the 212 remaining in notes of the Royal Treasury of this place, but as the contract was drawn up in Pensacola, while his wife was living here, the negress was delivered to the purchaser, with the understanding that when he came to this city to execute the act of sale he would pay over to Mrs. Palao the sum of 212 pesos, 100 in paper money and the rest in silver coin, having already paid 112 pesos in Pensacola. Bautista Cors actually did come to this city to have the act of sale passed and to turn over the rest of the money to Mrs. Palao, in accordance with the terms agreed upon. At the time of this transaction, the petitioner was a debtor to Pedro Aragon for a certain amount, the proceeds from the sale of various effects that had been given to the defendant to sell at a price the plaintiff's good conscience exacted from the former's ignorance in such matters. This debt has nothing to do with Mrs. Palao's property; however, notwithstanding this, the avaricious greed of the said Aragon, not satisfied even with the sacrifice he has caused the defendant to make in his means of livelihood, opposed the sale, claiming the negress had been bought with money realized from the disposal of his merchandise. The falseness of this statement is very evident, even though he has been trying to prove it ever since the year 1785, when he first began to show his perverse ideas, which up to now have been ineffective, and as a result of this opposition the negress fell ill while in Mr. Cors' possession, and although Palao was authorized to make the sale June 12, 1785, it was set aside owing to Aragon's vague objections, and this action caused delay and the said sale did not take place for two reasons, the first on account of the illness of the negress, and the second because Bautista Cors had become insolvent by this time and the negress having died, while in the purchaser's possession, before she was paid for, through Aragon's proceedings, although he had no right to her, the defendant now finds his wife a victim of Mr. Aragon's inconsistencies; therefore he prays the Court to condemn the plaintiff to pay Mrs. Palao for arrears and losses caused by his action. Governor Miro, on Assessor Postigo's advice, rules to send the above petition to Pedro Aragon.

Pedro Aragon answers, asking for Writs to summon Mr. Palao, Mr. and Mrs. St. Amant.

One July 5, 1787, the plaintiff states that a copy of his opponent's demand has been given to him, and in answer to same he states that the declarations have not been made as he requested in his written plea on page 5, to which it pleased His Lordship to order a Writ of Citation issued and served on the persons mentioned therein, who have given various excuses so as to delay their visit to the city. It now happens

that they are in New Orleans, therefore he asks that they be summoned in accordance with the decree rendered on page 6, by which the day and hour for their appearance was named; this also included the plaintiff and the Clerk of the Court so that all might assemble before Governor Miro on the same day, and although some time has passed since then this ruling has never had effect. Pedro Aragon's duties in His Majesty's service do not permit him to be present in the Court at any hour, for which reason Mrs. Saint Amant and her son availed themselves of this pretext to absent themselves surreptitiously and have frustrated the proceedings until today. Therefore, in consideration of the above and the patience he has shown when he needed his money, that Antonio Palao has kept offering frivolous reasons to excuse himself from paying a lawful debt and has still further charged the petitioner with an affair in which he had no part, he now prays the Court to order the depositions taken and to despatch a Writ of Citation to the aforementioned witnesses, who without any further excuses and pretexts must come down to the city immediately to testify. All of the above stated will have to be done before he will answer his opponent's pending petition.

In a secondary petition the plaintiff sets forth that, considering Antonio Palao has declared his insolvency and has entered a special plea against him, since justice is not nugatory, may it please his Lordship to order that before all other proceedings the defendant must give bond, consisting of land pledged as security, as a consequence of his action.

In a third request Mr. Aragon states that, considering his petition is founded on Antonio Palao's declaration given in Pensacola, which has not been filed with this suit, he prays the Court to order it placed with these proceedings. Governor Miro, on Juan del Postigo's advice, receives this petition and on July 13, 1787, decrees:

Decree.

Whereas: In the principal petition let the witnesses swear and declare to the contents of the demand as requested, and for this purpose let them be cited to appear. The first of the minor petitions is denied; to the second as it is prayed.

On July 17, 1787, the plaintiff alleges that the Court has been pleased to deny his first minor petition, attached to the principal one presented on the 30th of last June, by which he asked for bond consisting of land pledged as security. He made this demand in accordance with the general terms of law and for the following reasons:

Antonio Palao, representing his wife, presented himself in Court, claiming, in a rather insulting petition, what had been

Pedro Aragon petitions to quote the laws that give him the right to demand bond.



lost, as a part of her dowry, pretending that the plaintiff was the cause of it. According to Law 10, Title 5, Part 3, of *Las Partidas*, in common practice, before all else, when persons jointly petition in Court, a special power of attorney must be produced, except in certain cases when a general procuration may be sufficient, otherwise they must give valid bond with the necessary security which one party will furnish for the assurance that the other will perform his duty. This practice is confirmed by Laws 1 and 2, Title 24, Book 2 and Law 4, Title 3, Part 3, of the *Recopilacion* (Abridgment of Spanish Laws.) This petition of Antonio Palao's to claim, as appears from the aforesaid Laws, should precede the opening of the suit, and in addition to the above they have not presented either a special or a general power of attorney to litigate for indemnification for the loss of Mrs. Palao's pretended dowry, and besides the said petition lacks her signature. By this means he answers guardedly because of the consequences that might result from the proof that the negroes (negresses?) in the foregoing question proceed from the said dowry, in accordance with the new plea he has entered; then (even in a given case and not conceded), that the said dowry is verified, by that alone can Antonio Palao prove whether my debt was paid with the amount derived from the negroes, or only with the wages they earned. But in the new plea entered, other proof is demanded entirely distinct from the abovesaid, which the plaintiff will have made evident to be entirely false, in all the said petition contains of calumnies and insults inferred against him, for which he does not excuse him even though he may allege the exemptions of the militia for having himself stripped of his property in the same action that he began, as has been confirmed in this Province with Carlos Decoudro and others who have been sentenced by ordinary Judges in commercial affairs in conformity to Law 1.C. of Negotiations, Book 12 and Book 12:25, Book 3, Title 2, Book 6 of the *Recopilacion*, and the last decree of His Majesty.

It is incontestable that justice has to guard against deception. 1st. Because Antonio Palao (as he claims to prove in his petition to demand) states that he has no other property except his pay as a soldier, and having had this seized to satisfy his debts he cannot contribute the one-third he retains, to his liabilities. 2nd. Because the necessary security that he and his wife must give to enter the new plea is not made evident from the proceeding, and in consequence the aforesaid deception is proven.

What does it matter whether the sentence be favorable, or adverse, if wise laws have established the salutary remedy of appeal, to indemnify His Majesty's subjects for prejudice caused them, when these have been proven, where (in the Court of Appeals) they may demand costs, damages, arrears, prejudices and losses and anything else that may be inferred by the offended party. The plaintiff can do no less than to make the most efficaci-

ous representation to His Lordship, upon the consequences of what Antonio Palao and his attorney have produced to threaten him, and he prays the Court in justice to his plea to render judgment accordingly. Governor Miro, on Assessor Postigo's advice, rules to send this petition to the defendant.

Antonio Palao answers, asking to have Luis Lioteau take the declarations of the witnesses.

On July 18, 1787, the defendant answers, saying that Pedro Aragon has asked for certain depositions, and as the witnesses, who are called upon to declare, are in the midst of the most critical part of their harvest, they cannot abandon their lands. Therefore, he prays His Lordship to order Luis Lioteau, Royal Notary, to take their depositions, because if this testimony is not given the decision in this instance will be put off indefinitely. Esteban Miro, on Juan del Postigo's advice, decrees: Commission Luis Lioteau, Royal Notary, to take the declaration that Pedro Aragon has requested.

Interrogatorio.

A set of eight questions have been propounded which must be answered by N. (Pedro) Saint Amant, for purposes that will serve Pedro Aragon in the Executory Proceedings brought against Antonio Palao.

1st. Q. Let the witness swear and declare whether the note for 600 pesos, signed by the questioner, belonged to the said witness, or to his late father's estate?

2nd. Q. Let Mr. Saint Amant testify who delivered the note to Juan Bautista Macarty, in payment for the two negresses, he, his mother, or Antonio Palao?

3rd. Q. Does he know for a certainty, whether his mother gave her full consent to let the questioner pay the entire amount of the note with merchandise?

4th. Q. Does the witness know whether Antonio Palao sent up a part of the merchandise to his mother's home and with the product from the said paid Juan Bautista Macarty the full amount that remained due for the two negresses?

5th. Q. Let Mr. St. Amant answer who delivered the negresses to Antonio Palao, he, or his mother?

6th. Q. Let the witness state when his sister married Antonio Palao, at what time her dowry was delivered to her, and in what specie?

7th. Q. Let him declare whether his mother ever executed a power of attorney authorizing him to act in this matter conjointly?

8th. Q. Let Mr. Saint Amant testify whether a marriage contract was drawn up for his sister at the time she married Antonio Palao, and of what did her dowry consist?

New Orleans, July 27, 1787. (Signed): Pedro Aragon y Villegas.

2nd. Interrogatorio.

Eight questions are propounded  
by Pedro Aragon for Mrs. Saint

Amant to answer.

1st. Q. Let Mrs. Saint Amant declare whether it is true, as it appears, that there is a note for 600 pesos in her son's possession, which was paid by the questioner, to her said son, at the end of February 1784?

2nd. Q. Let her testify whether or not it is true that, while she was ill, she sent Antonio Palao to look for the questioner and that the former asked the latter to deliver the full amount of the note in merchandise, and that just as soon as her son could go down to the city he would surrender the note to the plaintiff?

3rd. Q. Let her answer whether it is not true that the said merchandise was delivered to Antonio Palao, by the questioner, with her full knowledge, will and consent, and that the said Palao received them in his own house?

4th. Q. Let Mrs. Saint Amant answer whether she knows for a certainty that after the note was paid, they transferred it to Juan Bautista Macarty in payment for the two negresses they had bought from him?

5th. Q. Let her testify who delivered the note to Juan Bautista Macarty, she, her son, or Antonio Palao?

6th. Q. Let the witness answer whether it is not true that Antonio Palao sent up to her house the lesser part of the merchandise, and that with its product Juan Bautista Macarty was paid what remained due to make up the entire amount of the purchase price of the two negresses?

7th. Q. Let her declare who paid the rest, she, her son, or Antonio Palao?

8th. Q. Let the witness answer when her daughter was married to Antonio Palao, and at what time her dowry was turned over to her?

New Orleans, July 27, 1787. (Signed) Pedro Aragon y Villegas.

Pedro Aragon petitions to have the decree appointing Luis Lioteau revoked.

On July 30, 1787, the plaintiff avers that he has been notified of a decree rendered to a petition presented by Antonio Palao, by which Luis Lioteau was selected to go up (the river) to take the declarations that had been ordered by a previous ruling granted in favor of the petitioner, attentive to the prejudices to them, as laborers, and that their crops would suffer during their absence, and also that the Escribano of this cause has not been recused, nor is he without the means to go by the roads with the necessary beasts of burden (that he offers to furnish) for the seven common leagues of this Province, that hardly equal five of Spain, and that besides for



grave reasons the said persons have to be examined on the interrogatorios that he has presented for their depositions, and after they have taken oath in the presence of and with the assistance of the Commander of the District and of the plaintiff, in conformity to law, considering that this commission issued to Luis Lioteau is not because of absence, illness, or prevention of the Escribano of this cause, as is required by Law 2, Title 25, Book 4 of the Recopilacion, so that it may be valid and performed by the Royal Notaries (Escribanos), and that the prejudices that Antonio Palao makes use of as a pretext are imaginary, while the nonpayment of his debt is real and actual and causes damage and does cause damage to the plaintiff, therefore he prays the Court to revoke the said commission and to carry the foregoing decree into effect in such terms. Governor Miro, on Assessor Postigo's advice, receives this petition and on July 31, 1787, decrees:

Decree.

Whereas: Revoke the decree of the 17th of the current month, by which Luis Lioteau was commissioned to receive the declarations requested by this party, and let the present Escribano be delegated to go to take them. Assessor's fees 2 pesos. Received. (Signed) Estevan Miro; Licenciado Postigo.

Answers to the First Interrogatorio.

At the German Coast, on August 4, 1787, Santiago Masicot, Commander of the said Coast, caused Pedro Saint Amant to appear before him and the Escribano. The latter administered the oath which he took by God, Our Lord, and a Sign of the Cross, under charge of which he promised to speak the truth, and when examined upon the tenor of the foregoing interrogatorio, he answered:

1st. A. The note for 600 pesos belonged to the succession of his late father, Domingo Daspy (Daspit) Saint Amant.

2nd. A. The witness delivered the note to Juan Bautista Macarty for his mother.

3rd. A. He said he did not know and does not know.

4th. A. The witness paid Juan B. Macarty what his mother gave him. He does not know anything about the rest of the question.

5th. A. The witness' mother delivered the two negresses to Antonio Palao.

6th. A. He was not present when Antonio Palao married his sister, nor when she received her dowry, but it seems to him that she was given the two negresses bought from Juan Bautista Macarty and the remainder in money, together with a little negro boy, as far as he can remember.

7th. A. He had his mother's verbal power of attorney to represent her in all of her affairs, but has not, nor has he ever

had a judicial procuration executed before a Notary, or any other person authorized to draw up such acts.

8th. A. He knows nothing of the contents of this question, and he said that what he has answered is the truth under charge of his oath, and that he is 29 years of age. The witness signed with the Commander of the Post, to which the Escribano attests.

(Signed) Jacques Masicot; Pierre Saint Amant. Before Fernando Rodriguez, Clerk of the Court.

2nd. Interrogatorio.

At the German Coast, on August 6, 1787, Santiago Masicot, Commander there, in the presence of the Escribano, received the oath of Francisca Puchol (Pujol), widow of Domingo Saint Amant, which she took by God, Our Lord, and a Sign of the Cross, according to law, under charge of which she promised to speak the truth, and examined upon the tenor of the foregoing interrogatorio, declared as follows:

1st. A. She answered this is true, but that her son acted for her in this matter.

2nd. A. Mrs. Saint Amant said that the contents of this question are not true.

3rd. A. The witness knows nothing of the contents of this question.

4th. A. All she can say is that the said note was delivered to Juan B. Macarty in payment for the two negresses. The witness knows nothing about the rest of the question.

5th. A. It was her son, Pedro Saint Amant.

6th. A. This is untrue in all its contents.

7th. A. The witness sent her son, Pedro Saint Amant, to pay Juan Bautista Macarty, in pesos, the rest of the money due for the two negresses in question.

8th. A. She does not remember. Mrs. Saint Amant said that what she has declared is the truth, under charge of her oath, she is 55 years of age, and she did not sign because she does not know how to write. The Commander signed, to which the Escribano attests. (Signed) Jacques Masicot, before Fernando Rodriguez.

Pedro Aragon petitions to have the records returned by judicial compulsion.

On August 9, 1787, The plaintiff states that the records of the case were delivered to the defendant to answer the former's petition for bond consisting of land pledged as security, for the consequences of the decision, and whereas more than 15 days have passed and his opponent has not answered, therefore he accuses him of being in default and prays the Court to order the records removed by judicial compulsion. Governor Miro, on Assessor Postigo's advice, rules: As it is prayed.

The Deputy Sheriff's Report.

In the city of New Orleans, on August 11, 1787, before the Escribano, appeared Nicolas Fromentin, Deputy Sheriff, who said that in virtue of the foregoing decree he went to Antonio Mendez' house for the purpose of requiring him to deliver the records of the case, which he did, with the answer that this said delivery must be set down as a matter of record, which the Deputy signed and to which the Escribano attests. (Signed) Nicolas Fromentin, before Fernando Rodriguez.

Antonio Palao petitions asking the Court to order the case to proceed.

On August 14, 1787, Antonio Palao sets forth that Mr. Aragon's petition has been delivered to him, wherein he intimates that the defendant must give the sort of bond he has previously requested, although the Court has declared this demand null and void, and considering that the course of this lawsuit plainly shows his iniquity in being willing to deprive Mrs. Palao of her property, by opposing the sale that had been passed and the transfer of a negress to Bautista Cors, that he knows lawfully belongs to the defendant's wife and was sold to help her in the obligations and necessities caused by her illness during the petitioner's absence. Therefore he prays it may please the Court to order that the course of this suit be carried forward, and that the declarations that have been ordered by the decree of July 18, 1787, be taken and thus enable him to prove immediately the truth about the damage Mr. Aragon has caused him. Esteban Miro, on Juan del Postigo's advice, receives this petition and on August 17, 1787, decrees:

Decree.

Whereas: Let the decree of the 13th of last July be carried into full and due effect, whereby the bond that Pedro Aragon has requested was declared to be without place.

Pedro Aragon answers, asking to appeal his case.

On August 21, 1787, the plaintiff states that he has been notified of His Lordship's decree, dated the 16th of the current month, by which he was denied his request for bond consisting of land pledged as security, to be given by Antonio Palao, as a result of his plea for indemnification for the losses the petitioner is supposed to have caused to Mrs. Palao's pretended dowry, and whereas from this denial irreparable prejudices have followed against him, and he appeals from the said decree to the Very Illustrious Council of this city, or to the Court that may have place in law, therefore he prays to have his appeal admitted, because it is justice that he asks. Esteban Miro, on Juan del Postigo's advice, rules: Petition denied.

Antonio Palao answers, asking the Court to condemn the plaintiff to pay for the loss of the negress.

On November 7, 1787, the defendant answers that the records of the case have been delivered to him, together with Francisca Puchol's and Pedro Saint Amant's declarations, taken at Pedro Aragon's instance, which go to show



his cavilling to elude Mrs. Palao's rights for the loss of her negress caused by him. Therefore he prays the Court, acting in justice, to condemn Mr. Aragon to pay the full amount of the purchase price of her slave, together with costs caused or to be caused because of his interruptions of these proceedings. Governor Miro, on Assessor Postigo's advice, rules to send this petition to Pedro Aragon.

*Interrogatorio.*

A series of four questions to be put to Juan Bautista Macarty to serve Pedro Aragon's purpose in the suit he has brought against Antonio Palao:

1st. Q. Let the witness swear and declare from whom he had received the note for 600 pesos, in payment for the two negresses he delivered to Antonio Palao?

2nd. Q. What amount did he receive as a surplus to complete the payment for the negresses, and from whom?

3rd. Q. What were the names of the negresses and when did he sell them?

4th. Q. Let the witness declare whether it is not true that when he notified the questioner, while they were in front of the Governor's house, that he had the note in his possession, did Mr. Aragon not say that he was very much surprised at the action of Mrs. Saint Amant, her son and Antonio Palao, because it was with her consent and in her presence that he delivered the merchandise to Antonio Palao, for the said note.

New Orleans, November 18, 1787. (Signed) Pedro Aragon y Villegas.

Pedro Aragon petitions to have Messrs. Macarty and Palao answer the questions he has propounded.

On November 10, 1787, the plaintiff petitions to say that he has been given a copy of Antonio Palao's request asking to be indemnified for the loss of a negress by death, claimed by him to be a part of his wife's dowry, and before answering this demand, it is indispensable to have Antonio Palao testify according to the interrogatorio presented on page 4, and for Juan Bautista Macarty to declare in conformity to His Lordship's decree on pages 5 and 14, the first dated January 12, 1785, and the second July 13 of the current year. Therefore may it please the Court to order these two witnesses to appear without any further excuses or pretexts, with citation naming the day and hour for their appearances where, under oath, legally administered, they will be required to answer the questions he has propounded. Governor Miro, on Juan del Postigo's advice, decrees: Let the two named witnesses swear and declare, as requested, according to the tenor of the interrogatorio presented, for which purpose he names the following day, the 13th of the current month. Let Messrs. Palao and Macarty be notified to appear. (Signed) Miro; Postigo.

Juan Bautista Macarty answers the Interrogatorio.

In the city of New Orleans, on November 17, 1787, Estevan Miro, Governor of this Province, in his Hall of Audiences, received Juan Bautista Macarty's oath, which he took by God, Our Lord, upon his word of Honor, under charge of which he promised to speak the truth, and questioned upon the tenor of the foregoing interrogatorio, he answered as follows:

1st. A. He received Pedro Aragon's note for 600 pesos from Antonio Palao, and in return for it he sold him two negresses on September 23, 1783.

2nd. A. The surplus amounted to 199 pesos which was paid to the witness by Mr. Saint Amant, whose baptismal name he does not know.

3rd. A. The negresses are named Eleanor and Nago.

4th. A. It is true that when the witness told Pedro Aragon that he owed him 600 pesos on a note, for a like sum which Antonio Palao had given in payment for two negresses, Pedro Aragon was surprised and said he could not believe any such thing, because he had entered into a transaction with Antonio Palao, which had settled the debt. He does not remember anything else about the matter. What he has answered is the truth under charge of his oath, he is 37 years of age, and he signed with His Lordship, to which the Escribano attests. (Signed) Miro; Juan B. Macarty. Before Fernando Rodriguez.

Antonio Palao answers the Second Interrogatorio.

Immediately after His Lordship ordered the Escribano to receive the oath of Antonio Palao, Sub-lieutenant of the Fixed Regiment of this place, which he made by God, Our Lord, upon his Word of Honor, placing his hand on the hilt of his sword, under charge of which he promised to speak the truth, and examined upon the tenor of the particulars in the Interrogatorio on page 4 of this proceeding, he answered as follows:

1st. A. The contents of this question is not true.

2nd. A. This is what took place. After having adjusted matters, pending over the sale of a house by the witness to Pedro Aragon, at the same time the defendant owed the plaintiff 200 pesos which the latter collected as payment on the said house, then at a later period Mr. Aragon asked the witness to take some merchandise to sell on which he would allow him a profit on the main value of same in accordance with a note he made. After the declarer had seen the commodities Mr. Aragon had sent were worth less than the price demanded, he went to the latter's house and gave him a part of them, requesting him to take back his merchandise. The plaintiff answered he could not receive the things because he had sold the entire cargo to Josef Curtia and that he alone, and no other, could accept them. The declarer

remonstrated with him, saying that it is not just to leave him with the goods, since he had not contracted for them. Mr. Aragon replied that he must sell them as best he could and enter the sale to losses. Then he proposed to the witness, several times, to sell the commodities for what he could get for them, and told him to send them over to the plantations and Posts of this Colony. Later Mr. Aragon presented himself before the Governor, and immediately afterward he delivered the rest of the merchandise to the said Aragon, then they went down to Mrs. Saint Amant's plantation, where he turned over to him the money for the things sold. For this reason Palao still owes Aragon 504 pesos, considering the latter is not willing to enter into any loss, as he had promised the former. He has made a note for this amount, agreeing to pay the plaintiff, without being inconvenienced if he will give him time to do so.

3rd. A. This is untrue.

4th. A. It is not true that the witness sold the note to Juan Bautista Macarty, but it is true that when he sold the house to Mr. Aragon the latter found it mortgaged for 600 pesos, and that to effect the sale in favor of the purchaser it was necessary to raise it. Mrs. Francisca Saint Amant offered to lend 600 pesos for this purpose, so as to complete the sale. Pedro Aragon then turned over to Pedro Saint Amant a note made out to the bearer for 600 pesos, the money Mrs. Saint Amant had lent to pay off the mortgage, but the negresses Juan Bautista delivered to them were not transferred because the witness had bought these slaves, on account of Mrs. Saint Amant's order, who had paid for them with the abovesaid note. He received the negresses as a part of the dowry of his wife, Mariana Saint Amant. He did not negotiate the note as it never did belong to him, and that of the two slaves, one of them died and the other was sold by the witness.

5th. A. The contents of this question are not true.

6th. A. What took place is this, that Pedro Aragon asked the witness for the merchandise in question, and he answered that it was on the plantation and that as soon as he came down to the city he would deliver it to him. The Plaintiff presented himself before the Governor, who placed the defendant under arrest, and when he left prison he delivered the merchandise to Mr. Aragon.

7th. A. This is not true. He answered that what he has declared is the truth, under charge of his oath. He is 25 years of age, and he signed with His Lordship, to which the Escribano attests. (Signed) Miro; Antonio Palao. Before Fernando Rodriguez.

Antonio Palao petitions to have the records of the case returned to the Court.

On November 23, 1787, the defendant petitions to say that the records of the case were delivered to his opponent so that he might promote whatever was in accordance with the merits of the case, and although the time has



passed during which he should have filed his answer, he has not done so, therefore he prays His Lordship to order them removed in default, and that they be sent to the Auditor of War, so that on his advice a legal decree may be rendered. Governor Miro, on Juan del Postigo's advice, rules: As it is prayed.

Pedro Aragon sums up the case.

On December 3, 1787, Pedro Aragon sets forth that in terms of justice it has pleased His Lordship to obligate Antonio Palao to pay my debt, as appears from his declaration made in Pensacola, with a difference of 6 pesos 5 reales in my favor, (as will be seen from his own signature and note) and disregarding the new plea he has entered, he prays the Court to condemn him to pay the costs caused or that may be caused, as he is the reckless litigant, imposing upon him all punishments established by law for the militia.

Because Antonio Palao has legally acknowledged his indebtedness to me in the declaration made in Pensacola (which does not appear filed with these proceedings), I presented myself before Your Lordship, asking for summary information in my petition on page 1, accompanied by the letter on page 2, as first document of full proof whereby I offered to show the existence of property. The entire contents of the said letter reveals that Antonio Palao holds my goods in his possession, and that the contents of Mrs. Saint Amant's, her son's and Antonio Palao's declarations are nothing less than continued perjury and a complication or determination to try to avoid payment of my debt, as I shall prove in the course of this petition and in answer to my opponent's which has been given to me, and will throw light on his subterfuges and show Your Lordship the justice of my claim.

It is a principal of law that a confession by one party relieves the other of the necessity of giving proof. What greater acknowledgment could one have than the one Antonio Palao gives in his letter on page 2, that he holds my property in his possession? Nor what greater deception than what he states from lines 11 to 13 inclusive? From this statement it appears that his intention was none other than to put off the restitution of my merchandise with trickery and to use not only the product but also the amount of my 600 pesos note for purchasing the negresses, as appears from Juan Bautista Macarty's declaration on pages 35 and 36, although I had delivered the merchandise to Antonio Palao in payment of the abovesaid note, and so he had the usufruct of the produce, the amount of the note in two ways at the same time: 1st. Usage from the sale and product of my merchandise; 2nd. For the amount of my note in virtue of the purchase of the two negresses and for their body labor that he has sold.

From this double usufruct of my property, in which Antonio Palao has participated, he held back one half to keep up my

hopes with vain promises and dilatory words, for the restitution of my note, which lasted until I met Juan Bautista Macarty, in front of the Governor's house, where he told me he had my note for 600 pesos in his possession, that Antonio Palao had turned over to him in payment for two negresses.

Such a procedure could be nothing less than a surprise to me when acknowledged by an Official of Honor like Juan Bautista Macarty, therefore I went to the defendant's house to remonstrate with him over the matter, and after several conversations Antonio Palao was called upon to return the effects he had received in payment for the note.

Much time was spent in going and coming to recover my merchandise, while Antonio Palao, who had sold it and used the product, put me off from day to day, under the pretext of various excuses that he had been busy, until I hinted to him that I would report to Your Lordship, then he wrote me the letter filed on page 2, in which he proposes to make restitution by the first of the following April. All his promises were deceptive, because up to today he has not done so.

These delays and false promises together with the abuse of my good faith, caused me to present myself before Your Lordship to claim justice verbally, in accordance with the documents I exhibited, with the intention to send some other proceedings in writing. In consequence Antonio Palao was arrested, as appears in his answer to the 6th question in his declaration, on page 33. He was released from prison after several days under the promise to pay my debt within a short space of time. However, just as soon as he was free, he forgot his word, as one may be informed from the contents of this suit and the other steps that I have taken in this particular matter and the prejudices resulting from the remainder of his answer to this said question.

In the interval Antonio Palao was named to garrison Pensacola and I, seeing that he was absenting himself, although my debt was pending, presented myself a second time, verbally, before Your Lordship, which was known to the defendant, who did not leave a stone unturned to prevent me from doing so, promising that just as soon as he arrived in Pensacola he would ask his relatives for the amount due and remit it to me at his earliest opportunity. In consequence I delivered his first note to him and he made out for me a second one for 506 pesos 5 reales that remains due for the last payment and adjustment of accounts, as literally appears in this same note.

Antonio Palao arrived in Pensacola and in place of sticking to his agreement and making every effort to pay his obligation, as he had contracted to do, he bathed in Lethean waters and forgot his old promises and the original cause for the former and the present law suits.

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Antonio Palao arrived in Pensacola and in place of sticking to his agreement and making every effort to pay his obligation, as he had contracted to do, he bathed in Lethean waters and forgot his old promises and the original cause for the former and the present law suits.

On August 4, 1784, Antonio Palao drew up the said note in my favor, disappointing my hopes of payment until the end of the same year. When the customary vacation was over, on January 10, 1785, I appeared before Your Lordship to present the request filed on page 1, in virtue of his declaration given in Pensacola, by which he acknowledges my lawful debt as and in the terms I have set forth in the beginning of this petition. On the aforementioned date a decree was rendered admitting summary evidence for me, together with the letter on page 2. On the 12th of the same month, I presented the demand entered on page 5, accompanied by the Interrogatorio of page 4, asking for the declaration stated therein, with the appointment of the day and hour for the taking of his deposition, just as soon as he and the others who reside in the country would arrive. I asked for a Writ of Citation, for this purpose, which Your Lordship was pleased to issue. The Deputy Sheriff went to Mrs. Saint Amant's plantation, but returned without anybody, under the pretext of various excuses of illness and occupation.

On February 22, of the said year, Martin Navarro left this Province in accordance with an order from His Excellency, Count Galvez, placing the Intendancy under the direction of Juan Ventura Morales, who put me in charge of the Secretary's Office. The many duties consigned to me, together with the correspondence, made it impossible for me to institute proceedings to protect my own respective interests, as these said duties scarcely left me free time for food and rest, naturally due to men.

Notwithstanding Mrs. Saint Amant's excuses and the impossibility for her to come down to the city to depose, I met her and her son, unexpectedly, here on April 13, and upon seeing them presented the petition filed on page 6, requesting them to testify, as ordered by Your Lordship who also placed an interdiction on Antonio Palao's estate both here and in Pensacola. This demand and the collection of the public writings in accordance with the second minor petition, it pleased Your Lordship to concede my requests by written decree, dated the same day, as appears on page 7. And just as soon as Mrs. Saint Amant and her son were advised of the contents of the said decree, they absented themselves from the city by stealth, thus putting a stop to all proceedings instituted, not only those by the Escribano of this cause, but by me as well, to effect the taking of their depositions, as stated to Your Lordship in my petition on the reverse side of page 12. Such were the condition of affairs when Martin Navarro returned to this Province and it became necessary for me to deliver to him, by inventory, the judicial acts executed during his absence. This was effectuated, as appears from the records of the said inventory.

After the inventory was finished, Juan Ventura Morales fell gravely ill, and the Acadiens and people from the New

Settlements arrived for their daily appointments, accounting, and rations, and I was named Commissary for Martin Navarro's Office, on July 19, of the same year. This commission, together with Juan Ventura Morales' absence in Pensacola during his convalescence, occupied me to such an extent that I had to abandon, entirely, my own interests to attend to the duties assigned to me in my new office.

When finished and the Acadiens were sent to their respective settlements, it was necessary for me to deliver the accounts of the distribution of the funds that I had received on account for the Royal Treasury, which I did as may be proven from the receipts, the balance in the Coffers and certification of acquittance from Juan Ventura Morales, as the one in charge of this Branch.

This narration is well constructed according to Barbeta, and with it I manifestly hope to impugn the charges and invectives that Antonio Palao and his attorney, Mendez, have brought against me in their petition on page 9, wherein the former sets forth that in the year 1785 he sold a negress belonging to his wife, to Bautista Cors. This sale constituted a criminal act of stellionate on Antonio Palao's part, because he sold property that had been judicially seized without considering what he had already said and settled in the preliminary of his new plea above-cited in his petition on page 8, wherein he stated that he wished to sell, for the will to sell, is the actual act of sale. And if Antonio Palao sold the negress, why does he take action against me for her death because he was not able to effect the sale? Why did he receive 112 pesos, in hard silver, in Pensacola and his wife the remaining 212 pesos in this city, thereby transferring the slave, as appears from his petition on the reverse side of page 9? If he did not sell the negress, why did he and his wife receive 324 pesos, the full amount of the purchase price, and convey her to Bautista Cors? And having received the full amount, how can he say his wife is the victim of my inconsistencies, as he alleges on the reverse side of page 10? If Bautista Cors paid the total amount due for the negress to Antonio Palao and his wife, in accordance with a private sale signed by the two consorts, as I shall prove, why does he say on page 10 of the said petition that the sale was not effected for two reasons, the first because of the infirmity of the negress and the second on account of the insolvency of Bautista Cors, at this time, and the said slave having died while in his possession, before payment was made because of the opposition interposed by Aragon? These are Antonio Palao's own words, without considering what he has already said to the contrary in his reasoning in the same petition. These are his words: And he delivered to my wife the sum of 212 pesos, 100 in paper and the rest in silver coin, owing to his having given me 112 pesos in Pensacola. Bautista Cors actually came to this city to execute a written instrument and to deliver the above said



sum of money to my wife in accordance with the terms of agreement. From this context it may be inferred and is manifestly a contradiction of Palao's claim, in the same petition and that none of the causes he alleges prevented the drawing up of the sale.

In a given case (and not conceded) that the illness and death of the negress and the insolvency of Cors have been the true causes for not being able to formulate the sale (which is false), Antonio Palao should bring suit against Mr. Cors and not against me, because the negress having been transferred and the full amount paid for her, she now passed to his account and risk. The cause of her death was due to a sudden and unexpected illness and inasmuch as he had acquired both useful and real possession of her, in virtue of the private sale that Antonio Palao together with his wife had executed in Pensacola (she was his property.)

If Antonio Palao knew that my opposition was prejudicial to the carrying out of the public sale, why did he not hasten to pay his note, or why was he in no hurry to prove that the negress proceeded from his wife's dowry? With the production of his marriage contract the matter would have ended. Why did he not grant a procuration to his wife, or to an attorney, to act for him? These are the real reasons why the Escribanos, both here and in Pensacola, have been unwilling to draw up the act of sale, even after Your Lordship had given permission to sell her and had ruled against my opposition, as I shall prove. The motives that caused the defendant not to hasten the affair, are: 1st. That his wife had no marriage contract and if she had, why does he not produce it; 2nd. That he knows very well that the negresses were bought with my money and in payment for my note, the same that he delivered to Juan Bautista Macarty, as appears from the latter's declaration; 3rd. He enjoyed the usufruct and did enjoy the usufruct of my 506 pesos 5 reales, stipulated in his note; 4th. I have proven, as I do prove, that the negresses were bought with my money, and he could extract from her sale the amount of my debt, only, and the surplus should have been paid, in part, to the remainder of the creditors, that Antonio Palao, had and has, according to his declaration given in Pensacola, in our instance; 5th. Because having sold the negress privately, and collected the full amount of the purchase price, as has been proven, he also had the usufruct of the 324 pesos he received for her, so he troubled himself very little about all the rest.

The contradictions of a part of the allegations, on pages 9 and 10, are manifested in the recapitulation, with regard to the contents of the plea, and show his malice. I pass to untie the Gordian Knot, apparent from Antonio Palao's, Mrs. Saint Amant's and her son's declarations, confronting them, so as to prove to Your Lordship the said contradictions to be inferred from their depositions.

Pedro Saint Amant, in answer to the first question of the Interrogatorio, on page 20, said the full amount of the note was

a part of the estate belonging to the succession of Domingo Daspy (Daspit) Saint Amant, the witness' father. This answer is directly contrary to the one given by Antonio Palao, to the 4th put to him. If Antonio Palao was married at that time, why did he take a loan from Mrs. Saint Amant, since the dowry is executory against the guardian of the estate, and if it is a loan how can it be a dowry? In answering the second question of the Interrogatorio the witness said it was he who delivered the note to Juan Bautista Macarty for his mother, the contents of which and the agreement between her son and herself is shown in the mother's answer to the 5th and is the same and a contradiction, as may be inferred from Juan Bautista Macarty's answer to his first question. They say they delivered my note, one as agent and the other as constituent, into Mr. Macarty's hands. The answer to the first question of the Interrogatorio on page 33, filed on the reverse side of page 35, Juan Bautista Macarty, in his testimony, plainly disclosed the malicious complications brought about by Mrs. Saint Amant, her son and Antonio Palao by dissembling and causing this perplexity, when by her declaration and that of Antonio Palao it was evident that it was the latter who had given my note to Juan Bautista Macarty in payment for the two negresses. This answer manifestly condemns Mrs. Saint Amant, her son and Antonio Palao to suffer the penalties imposed by law, upon perjurers. Who can know better than Juan Bautista Macarty, from whom he received my note? Granting that it is he who sells? Antonio Palao has acknowledged that he sold my note, after I had paid the full amount, then formed the design to deny that it was he who had sold it; in this regard he was lacking in probity and for his word of honor that he had given at the time the merchandise was delivered to him. Juan Bautista Macarty, acting with integrity, discovered Antonio Palao's iniquity in co-operation and by agreement with his mother-in-law and his brother-in-law, as they are today.

Pedro Saint Amant says, in answer to the third question, which is the same as the fourth put to his mother, that he did not know and does not know its contents, agreeing with his mother, who gave the same answer, but the malicious ignorance that they allege is cleared and disclosed in the answer to the fourth, which is the same as the sixth put to his mother. Asked whether it is true that Antonio Palao sent up a part of the merchandise to his mother's house, and with the product of the sale paid Juan Bautista Macarty the full amount that remained due for the two negresses, both answered this was not true. From these replies it may be inferred that they are perjurers, or Antonio Palao is, from the contents of his letter. By his answers to the second and sixth questions, on the reverse side of page 37, to the second he says that just as soon as he delivered the rest of the merchandise to the said Aragon, that they went down to Mrs. Saint Amant's plantation. And to the sixth he affirmed the same, and from this the perjury of the three may be fully and clearly inferred. If An-

tonio Palao delivered the rest of my merchandise to me, how does he become my debtor for 506 pesos 5 reales as stated in his note, executed six months after the date of his letter? And if the merchandise that is for his account, at the Coast, amounts to but 232 pesos, why does a debt of 506 pesos 5 reales still remain due at the last adjustment of our obligations? If my debt was not lawful, why was he placed under arrest by Your Lordship? Antonio Palao has his mother-in-law's and his brother-in-law's depositions before him, nevertheless he pretends to delude the justice of Your Lordship's Court and the legality of my rights, with stigmatizing and slanderous terms as appears from his petitions on pages 9 and 32. If Antonio Palao did not buy my merchandise in payment for my note, how can he have made any sacrifice in his means of livelihood, over these commodities, as he sets forth in his petition on page 9? Nor how could he have lost on some of the merchandise that was turned over to him to sell, when he was only responsible and had to give an account for the full amount of the sale? Evident proof of the continued contradictions and perjury are committed by Antonio Palao in his answer to the second question, because it is directly opposed to the contents of his letter on page 2 and his petition on the reverse side of page 9. How can Antonio Palao's statement that he charged me to take back my goods, when in spite of all my expostulations he never would return them, be made to agree? Nor how can the contents of his letter be made to tally with his answer to what he alleges to the second question, on the reverse side of page 9? Antonio Palao charged me to receive them, because of Juan Bautista Macarty's acknowledgment, which surprised me when I found out that my note had been sold after it had been paid. And if the defendant charged me to receive my commodities, why, when he was placed under arrest, in consequence of the presentation of my account and his letter, did he not then give the reasons that he alleges today, that my merchandise was turned over to me, since I consented to receive them? It is without doubt for the reason already given that Antonio Palao had the usufruct, at the same time he had the full amount of my merchandise and my note. Another contradiction, no less heinous, may be inferred from Pedro Saint Amant's answer to the fifth question. Asked who delivered the negresses to Antonio Palao, he, or his mother? He replied that his mother delivered the two said negresses to Antonio Palao. His mother, questioned as to who delivered the note to Juan Bautista Macarty, she, her son, or Antonio Palao? Answered that it was her son, Pedro Saint Amant. The contradiction may be inferred from Juan Bautista Macarty's answer to the first question, and I refer to it. It may also be inferred from Antonio Palao's answer to the fourth, set down on the reverse side of page 38, because he acknowledges therein he received the two negresses from Mr. Macarty, from whom he bought them. If Antonio Palao bought the negresses, with my note, how can it be his brother-in-law who purchased them, and if Antonio



Palao received the negresses and had bought them from Juan Bautista Macarty, how can he have received them from his mother-in-law, if they were bought by his brother-in-law? If Antonio Palao received the negresses on Mrs. Saint Amant's order, who paid for them with the said note, and he received them as a part, on account, for his wife's dowry, as he says lower down, why does he say, at the beginning of the same answer that he borrowed 600 pesos from Mrs. Saint Amant, to lift the mortgage on the house he had sold me, since this was his wife's dowry, as he had said up above? If the house was Antonio Palao's, now could it be his wife's dowry, and if his wife's dowry, how could he sell it without her consent? If Antonio Palao was married, why does he assume a loan? If he was not, why does he assume, as his wife's dowry, the full amount of my note? And if it is his wife's dowry, why did he receive the full amount of my note in merchandise, then with manifest deception, sell the merchandise, collect the full amount for it and sell the note, which was a second fraudulent act.

Antonio Palao resorts to subterfuge in his answer to the second question, principally on the context of his declaration, which is frivolous. If Antonio Palao received the goods on commission, his only obligation would be to give an account of his sales? And if he returned the merchandise to me and I received it, the contrary appears from his letter on page 2. The defendant in his allegation on the reverse side of page 9 pretends to be convinced that I caused prejudice to his means of livelihood, when in accordance with his declaration this could not have been so, since the commissioner, by all laws of commerce, is in no way obligated to answer for losses. Antonio Palao has invented other subterfuges in his deposition on page 37, where, in answer to the said question, he replied that Mr. Aragon requested him to take some merchandise to sell and that he would allow the witness a profit taken out of the principal, according to the note he made. If Antonio Palao was to have shared in the profits, he must also sustain the losses, in conformity to all the laws of commerce.

This is a subterfuge that renders Antonio Palao liable to give an account of the produce from the sale of my merchandise. And where is this account that he has produced? His letter on page 2 plainly shows the contrary. If Antonio Palao charged me to take back my goods, on what grounds does he base his accusation? And if the defendant received my commodities to sell on commission, he will be held responsible to give an account for the full amount of the sale, and by avoiding to acknowledge that he sold my note after he had received its full amount in merchandise has precipitated himself into a second Chaos of contradictions. He would be less responsible if he said he received the goods to sell on commission and told the truth about what he had obtained for the things sold. He attempts to calumniate me by saying I gave them to him at the price my

good conscience exacted. If they were found dear, why did he take them? Antonio Palao has had a better conscience in selling my note after it was paid and spending the product of the said sale, as he has also done to many other citizens, according to his declaration given in Pensacola, as I shall prove.

Pedro Saint Amant's answer to the sixth question, which is the eighth put to his mother, also condemns them to suffer the penalty imposed by law on perjurers. Pedro Saint Amant, questioned when his sister married Antonio Palao, at what time her dowry was delivered to her and in what specie? Answered he did not know its contents. His mother, questioned in the same manner, in the eighth of her Interrogatorio, on page 21, answered that she does not remember. Is it possible that Mrs. Saint Amant and her son do not know when Antonio Palao married the daughter of one and the sister of the other? The law holds ignorance of one's own act as intolerable. And what act is more one's own than for a parent to give his consent to the marriage of his daughter and for the celebration of the wedding? Nor can Pedro Saint Amant be ignorant of the day of his sister's marriage and the surrender to her of her supposed dowry, since in answer to the second question, that he delivered the note for his mother, and in answer to the fourth, he said that he paid Juan Bautista Macarty what his mother owed him. If Mrs. Saint Amant is her children's tutrix, how can she fail to know what she delivered to each one of them at the time of marriage? And if her son did it for her, how can he claim that he does not know whether a Marriage Contract was drawn up, or not? And if there is a Marriage Contract, the dowry must be mentioned therein, and if there is none, why is there this invention of a dowry?

All that is set forth in the argument of this petition shows plainly and clearly the malicious agreement entered into by Mrs. Saint Amant, her son and Antonio Palao, to invent the dowry. And if Pedro Saint Amant acted as attorney for his mother to deliver this dowry, he must know that it was delivered, since he was the agent in the matter. Now as Pedro Saint Amant was a minor at that time, he could not act as his mother's attorney, as he states at the end of his declaration. Pedro Saint Amant says he is 29 years old, and as the note was delivered in 1783, the said Saint Amant was not yet of age. How could Pedro Saint Amant deliver a note to Juan Bautista Macarty, as his mother's attorney, without her procuration, with which he would have to be supplied for the purpose? And if he acted as an attorney, how can he fail to know what he delivered, since he must give an account and reason for delivery?

Even in a given case (and not conceded) that the dowry might be veridical, how can Antonio Palao claim that his wife was the victim of my inconsistencies, as he says in his petition

on page 9? According to the declarations filed on pages 24, 25 and 26, taken from his mother-in-law and brother-in-law, and those that appear on pages 35, 36, 37, 38 and 39, taken from Juan Bautista Macarty and the defendant himself, it is evident that Mrs. Palao's dowry consisted of 700 pesos, only, delivered to Mr. Macarty in payment for the two negresses, 600 from my note and the 100 remaining were received from Mr. Saint Amant, consequently in excess, as Mr. Macarty says in his answer to the second question. Antonio Palao, in spite of my interdiction and the new plea he has brought, sold a negress to Bautista Cors for 324 pesos, by act of sale authorized by his wife, received the full amount, as he has already set forth, and the day after sold the other to Mr. Dupriau for 1000 pesos, as I shall prove and as appears from his answer to the fourth question. The 324 pesos and the 1000 pesos total 1324 pesos, and the dowry is supposed to be 700 pesos, therefore Antonio Palao received 624 pesos more than his wife's assumed dowry, from whence do the so-called losses and damages come, to which she is a victim and the sacrifice of his means of livelihood and his wife's said dowry? I could write much more voluminously to show Your Lordship Antonio Palao's, Mrs. Saint Amant's and her son's contradictions, but I shall omit same so as not to trouble the kindness of this Court, in which terms I pray Your Excellency to decree and order as I have requested at the beginning of this written petition, as it is from justice and I swear that it is necessary. Governor Miro, on Assessor Postigo's advice, receives this petition and later decrees:

Decree.

In the city of New Orleans, on December 6, 1787, Esteban Miro, Governor General of this Province for His Majesty, having seen these records, said: That he must receive and does receive this cause for trial within a term of nine common days, so that within that time both parties must allege and prove what is convenient to them and be reciprocally cited to swear in and examine the witnesses that one litigant will present against the other, for this is his decree, thus he has provided, ordered and signed, on the advice of his Auditor of War and Honorary Judge of the Royal Audiences of Guadalajara. (Signed) Estevan Miro; Licenciado Postigo. Before Fernando Rodriguez, Clerk of the Court.

Certified Copy of a Power of Attorney.

The next entry is a certified copy of a procuration, dated November 13, 1788, executed before Pedro Pedesclaux by which Pedro Aragon y Villegas appoints Santiago Felipe Guinault, Procurador Publico del Numero of this city, as his attorney to represent his interests in all matters, and particularly to prosecute this suit against Antonio Palao.



Santiago Felipe Guinault petitions for the records of the case.

On December 6, 1788, Mr. Guinault, as attorney, sets forth that it is evident from the public instrument, duly presented, that Pedro Aragon has conferred his general power of attorney upon the petitioner, therefore he prays the Court, that if found sufficient, to order the records of the case pending with Antonio Palao delivered to him, so as to inform himself of what has taken place up to date. Governor Miro, on Assessor Postigo's advice, rules: The procuration having been presented, let the request be carried out as it is prayed.

The Attorney for the plaintiff prays to have witnesses cited.

On December 23, 1788, Santiago Felipe Guinault petitions to say that this cause has been received for trial, and considering that the time for holding it has passed without anything having been done, because those who could furnish evidence are absent, although they have been summoned to give their declarations, therefore he prays the Court to order their testimony taken, and done decree that a publication of the proofs be made.

Note.

Six pages have been removed from this suit and a note inserted stipulating that this space, from pages 62 to 69, inclusive, contained the Marriage Contract presented by Antonio Palao, to whom it was returned as ordered by a decree dated this day, as will appear from these records. New Orleans, October 11, 1790. (Signed) Pedesclaux.

Antonio Palao answers to say he offers no objections to a Publication of the Proofs and also asks to present his Marriage Contract.

On November 23, 1789, nearly a year after the presentation of the last petition, Antonio Palao, Sublieutenant of the Grenadier Regiment of Louisiana, in the suit brought against him by Pedro Aragon y Villegas, to collect a debt, etc., through his attorney, avers that this cause was received for trial last year, and as the time for receiving testimony is over he offers no objections should it please His Lordship to order a publication of the proofs as requested by his opponent, and for the testimony he must produce, he duly presents a certified copy of his marriage contract with Mariana Saint Amant which he asks to have filed with the records that he has submitted for this purpose. This petition is signed by Antonio Palao and Antonio Mendez. Esteban Miro, on Juan del Postigo's advice, receives this request and on January 30, 1790, decrees:

Decree.

Let the declarations be received that have been requested by Pedro Aragon, the taking of them to be entrusted to the Escribano, and done bring the depositions to the Court. (Signed) Esteban Miro; Licenciado Postigo.

**Certification.**

Pedro Pedesciaux certifies that he has taken the declarations requested by Pedro Aragon y Villegas. New Orleans, January 29, 1789.

**Decree.**

Whereas: Let a publication of the proofs be made, as requested, and if either party has failed to give any, let this fact be set down and attested to, and done the proofs of one must be delivered to the other, so that each litigant may allege his cause as well proven. (Signed) Esteban Miro; Licenciado Postigo.

**Proofs of Pedro Aragon.**

Pedro Aragon petitions to reproduce all documents, favorable to him, filed in this suit.

On December 16, 1787, Pedro Aragon petitions to say that the records of the case have been delivered to him to reproduce what is convenient to his right, since this cause has been received for trial in accordance with His Lordship's decree of the 12th of the current month, and reducing it to facts he reproduces his allegations on pages 1, 5, 6, 12, 15, 22, 27, 31, 34 and 45, with all that is favorable from the letter on page 2, the Interrogatorios on pages 4, 20, 21 and 33, and all the rest that belongs to him by right, in my opponent's allegations on pages 8, 9, 29, and 32, that may be favorable, annulling the adverse testimony in his declarations on pages 24, 25, 36 and the reverse side of 36, 37 and 39. Governor Miro, on Assessor Postigo's advice, rules: Let these documents be reproduced and filed with the plaintiff's proofs.

**Note.**

A note stipulates that this space, page 72, originally contained the note for 506 pesos 5 reales, made in favor of Pedro Aragon y Villegas, by Antonio Palao, to whom it is returned, as ordered by decree dated this day, as appears from these records. New Orleans, October 11, 1790.

The plaintiff petitions to have the defendant verify his note.

On December 21, 1787, the Plaintiff alleges that this cause has been received for trial, and in order to verify what he must produce he prays the Court to decree that Antonio (Palao) must appear before His Lordship to acknowledge, under oath, whether the note for 506 pesos 5 reales, which is attached to this request, and the letter filed on page 2 of this suit are in his handwriting and whether the signature that gives value to the said note and letter are his, and whether the contents is the same as he has stated, and done let the defendant's statement be filed with the plaintiff's proofs.

In a secondary petition, Mr. Aragon asks to have Mr. Palao swear and declare whether it is true that he sold a negress and her son, to Mr. Dussiau and for what amount. Esteban Miro, on Juan del Postigo's advice, decrees:

**Decree.**

In the principal and secondary petitions, let Antonio Palao swear and declare to the tenor of the note presented and also to the

letter on page 2, as requested. He must appear at the Audience Hour, on the 22nd of the current month, for this purpose, and done file his deposition with the plaintiff's proofs. (Signed) Miro; Postigo.

Antonio Palao's deposition.

In the city of New Orleans, on January 30, 1789, the Escribano, in virtue of the decree rendered in the principal proceedings, dated this day, went to Antonio Palao's dwelling house to take his declaration, as ordered by another decree, issued on December 21, 1787, and on arriving at the said house, he received the defendant's oath, made by God, Our Lord, placing his hand on the hilt of his sword, under charge of which he promised to speak the truth, and having placed on manifest the note presented by Pedro Aragon and the letter filed on page 2 of the main records, he said that the writing and signatures to the letter and note are his, in his own writing, and the same that he is accustomed to make, and that he acknowledges them as such. Questioned whether it is true that he sold a negress and her son, to Mr. Dusieaux and for what amount? He answered it is true that he sold her together with her son for 1000 pesos, in current money of this Province, and he said that what he has declared is the truth, which he affirms and ratifies, under charge of his oath. He is 27 years of age, and he signed, to which the Escribano attests. (Signed) Antonio Palao, before Pedro Pedesclaux.

Commander Masicot's Letter.

Letter, written in French, dated German Coast, November 19, 1787, directed to Pedro Aragon, New Orleans, and signed Masicot, reads: In answer to your honored note received yesterday from Mr. Lacaze by which you ask me the price at which Mr. Palao sold his negress? She was bought by Mr. Dussiau, with her son, for 1000 pesos, of which amount 500 has been paid in cash and the other 500 payable in one year, running to October 1788. I have the honor to be very entirely with the most perfect esteem, Sir and friend, your very humble and obedient servant, (Signed) Masicot.

In a postscript, the writer adds: I hope, after a little to go to the city to see you. We will do the Calipotte together, as the good live. May joy well attend you. Des Allemand, November 19, 1787.

Santiago Masicot's declaration.

In the city of New Orleans, on January 22, 1788, Pedro Aragon y Villegas, for his proofs in this cause, presented, as a witness, Santiago Masicot, Commander at the First German Coast, from whom His Lordship, Esteban Miro, Colonel of the Royal Armies and Governor General of this Province, and before the undersigned Royal Notary, resident of this city, commissioned by the foregoing decree, received the oath that he took by God, Our Lord, and a Sign of the Cross, placing his right hand on his sword, in conformity to law, under charge of which he promised to speak the truth, and having put before him the letter mentioned



in the first minor request of the foregoing petition, he said that the signature appearing at the end of it is his own and the one he is accustomed to make, that he acknowledges it to be such and that the contents of the letter is true and was written by the declarer's own hand, and he answered that what he has stated is the truth, under charge of his oath, and that he is 50 years of age. He signed with His Lordship, to which the Escribano attests. (Signed) Miro; Jacques Masicot. Before Luis Lioteau, Royal and Public Notary.

Certified Copy of an Act of Sale of a House. This entry is a certified copy of a Notarial Act of Sale, executed before Fernando Rodriguez, dated

September 27, 1783, and is to the effect that Antonio Jerry Palao sells to Pedro Aragon y Villegas, a house on Burgundy Street, 27 feet long by 24 feet wide, constructed of wood and brick, with a double chimney, divided into 4 rooms and covered with shingles, built on a lot measuring 60 feet front by 120 deep, adjoined on one side by Francisco Galebert's house and on the other by Arnaldo Charamique's place. This real property belongs to the vendor because he bought it from Juan Bautista Millet, by written instrument executed before the present Escribano, dated April 12th of this year. It is sold to the vendee with all its entrances, exits, uses, customs, rights, etc., free from all liens and mortgages as the present Notary-Annotator of them certifies, for 1000 pesos, which have been paid in cash, which the vendor acknowledges to have received and draws up a formal receipt for same, by virtue of which he surrenders all rights to ownership, possession, use, dominion and lordship that he had, or did have in the house, and cedes, renounces and transfers to the purchaser all these said rights, etc., that he possessed, which now becomes the vendee's own so that he can exchange, sell and alienate at his will, in accordance with this written instrument drawn up in his favor, as a sign of real transfer, and that with it he has acquired possession without the necessity of other proof. And Pedro Aragon y Villegas, here present, accepts the house and lot for the price mentioned above. The vendor and vendee are both known to the Notary. The witnesses were Francisco Becat, Philippe Guinault and Francisco Lioteau.

Pedro Aragon petitions to summon Mr. Moro to give testimony, etc.

On January 8, 1788, Pedro Aragon petitions to say that this cause has been received for trial, and to verify what is convenient to his right he prays the Court to order Mr. Moro, Harbor Pilot of the Port of Mobile, who happens to be in this city, to appear before His Lordship, to swear and declare how much he may have carried over in the matter of interest, during the long time Mr. Palao has owed him, in what form was the debt contracted, and what reason has he given for not paying it.

In a secondary petition, the plaintiff asks to have Santiago Machico (Masicot) ordered under the same oath to declare whether the letter, which duly accompanies this request, was signed by his hand and whether its contents is true.

In a third petition, Mr. Aragon prays that it may please His Lordship to receive, as presented, a certified copy of an act of sale of the house Antonio Palao has sold him. Governor Miro, on Assessor Postigo's advice, decrees:

Decree.

In the main petition, let Mr. Moro swear and declare, as requested. To the first supplemental petition, let Santiago Masicot acknowledge under oath whether the signature at the end of the attached letter is his, and to the third petition, let the certified copy that has been presented, be received.

On January 20, 1788, the plaintiff set forth that this cause has been received for trial, within the ordinary term allotted by law, and considering that he has duties to perform that require his absence, may it please the Court to concede him 30 days additional time. Estevan Miro, on Juan del Postigo's advice, rules: As it is prayed, common to both parties.

The plaintiff again petitions, this time to ask to have the Escribano replaced, who is absent through illness.

On January 22, 1788, Pedro Aragon states that considering the Escribano of this cause is ill and cannot take the declarations that have been granted to him, as convenient to his right, the delay being prejudicial, because these depositions are necessary for his proofs, and as Mr. Maureaux (Moro) may absent himself, may it please the Court to qualify one of the other Royal Notaries to act promptly in this matter. Governor Miro, on Assessor Postigo's advice, rules: Commission Luis Lioteaud, Royal Notary, to take the declarations this party requests, for the accomplishment of his purpose.

Mr. Aragon petitions to have Dr. Senac give his deposition.

On February 7, 1788, Pedro Aragon alleges that this cause has been received for trial, and for the part that he must give may it please the Court to order Juan Senac, Surgeon of this city, to swear according to law, subject to its penalties, and without delay, depose as to whether it is true or not that in the year 1783 he treated Mrs. Saint Amant, at her house, during a long illness, and whether Antonio Palao lived there at the time, and done file his declaration with the plaintiff's proofs. Estevan Miro, on Juan del Postigo's advice, rules: Let Dr. Senac swear and declare to the contents of this petition, as requested; entrust the taking of his deposition to the Escribano, and done let it be filed with the plaintiff's proofs.

Dr. Senac's deposition.

In the city of New Orleans, on January 30, 1789, the Escribano, in virtue of the decree rendered to the principal petition, dated this day, went to Dr. Juan Senac's house to take his declaration, as ordered by another decree issued on February 7, 1788, and upon arriving there, received the oath which was taken by God, Our Lord, and a Sign of the Cross, in conformity to law, under charge of which he promised to speak the truth on whatever he might know, and would be questioned, and it being upon the tenor of the foregoing petition, he said it is true that he attended Mrs. Saint Amant during a long illness at her house, but he does not remember exactly what year and is unable to refer to his Register because it was burnt in the fire that occurred in this city March 21, 1788. However it seems that the said lady was ill in the year 1784. It is also true that Antonio Palao lived in Mrs. Saint Amant's house at that time. This declaration was read to him word for word, and he said what he has stated is the truth, under charge of his oath. He is 32 years of age, and he signed, to which the Escribano attests. (Signed) Juan Senac, before Pedro Pedesclaux.

Pedro Aragon petitions for an extension of time.

This entry, dated February 19, 1788, is filed out of chronological order and is a petition presented by the plaintiff, who states that this cause has been received for trial within the ordinary term prescribed by law, and whereas the witnesses he must examine live out in the country, may it please the Court to concede him the rest of the time that has not yet expired. Governor Miro, on Assessor Postigo's advice, rules: As it is prayed.

The Plaintiff asks to have the Escribano certify whether Mrs. Palao personally executed the act of sale for the negress.

Pedro Aragon presents a second petition on the same day as the above, namely, February 19, 1788, to the effect that this case has been received for trial, and for the testimony that he must give he asks the Court to order the Escribano of this cause to certify at the end of this request as to whether or not Mrs. Palao presented herself at his office to execute the written act of sale for her negress, which according to the said plea that is litigated, she did not grant and did not present her husband's power of attorney authorizing the said sale. Esteban Miro, on Juan del Postigo's advice, rules: As it is prayed. Let this certification be filed with the plaintiff's proofs.

Fernando Rodriguez certifies.

Pursuant to the foregoing decree, I certify and attest that Mrs. Palao presented herself in my office to pass an act of sale for a negress in favor of Bautista Coars (Cors), as appears in this process, and in fulfillment of my obligation, I demanded her husband's power of attorney so as to be able to make the sale. She answered she had no written procuration, but he had conceded it to her verbally. New Orleans, February 19, 1788. (Signed) Fernando Rodriguez.



Antonio Palao petitions to present the private act of sale for the negress.

The defendant petitions the Governor, no date, saying that with all due respect to His Lordship he wishes to remind him that in April, 1785, he requested permission to sell a negress belonging to the dowry of his wife, Mariana Saint Amant, to Bautista Cors, a resident at that time of this place, who duly delivered, in New Orleans, 200 pesos, 100 in certificates and 100 in round money, but as he, the petitioner, had to come here to pass the written act of sale, Pedro Aragon opposed it, because he has private accounts with the defendant, therefore the sale was not effected and the negress remained in Bautista Cors' possession; however, on June 12th of this year, he was authorized to make the sale, notwithstanding the interdiction that was ordered carried out against his property, on April 14, 1785, which gave the Escribano a reason for refusing to pass the act of sale in this place, where it must be drawn up because both he and his wife live here. Therefore he prays the Governor that, in virtue of the decree of authorization, duly presented, the necessary instrument of sale be executed for him in this office, as it is justice that he prays and hopes to receive from His Lordship.

Private and uncertified Power of Attorney.

Know you that I, Mariana Saint Amant, wife of Antonio Palao, Sublieutenant of the Regiment of Infantry, with due permission of my husband, here present, grant and give my full, general, complete and sufficient power of attorney, as the law requires and is necessary, to Manuel de Lanzos, Lieutenant of the Regiment of Infantry of Louisiana, so that he, representing my own person, rights and actions may draw up the corresponding written act of sale for the negress who was sold on March 29, 1785, in Pensacola, in my name and proceeding from my dowry, for 300 odd pesos (324) and was delivered by my husband, according to the note registered in this office, whereby the purchaser must pay 200 of them in coined silver and the remaining 100 in certificates of credit at the time the necessary instrument of sale will be drawn up in (New) Orleans, considering that I live in that city. Up to the present this sale has not been carried into effect because of the interdiction placed on my husband's property, to which my dowry belongs. Exception has been made to this slave by declaratory act of Esteban Miro, Commander General of this Province, signed in New Orleans, on June 12th of this current year. This slave was sold permanently and for good and all time, to the purchaser, Baptista Cors, and for the receipt of the said sum of 200 pesos paid, granting the necessary written act for its validation and acquittance with attestation of delivery and renunciation of the laws of proof and the rest of the case and for whatever dispute or lawsuit that for said reason or purpose may be instituted, presenting written acts, contracts, witnesses, certified copies, certifications and other bonds and papers that may be drawn up where they should be,

to present, swear in and examine witnesses, to enter objections and petitions for execution, embargo and seizure of property, sell, take possession and guardianship and free from any judicial or extrajudicial proceedings that may be offered, without any exceptions, so that through no lack of power, special clause, or distinct circumstance, that must be included in it to act because in this case I confer upon him the most ample (power) without limitation, with free, frank and general administration, incidents, dependencies, faculty to bring suit, to swear, substitute, revoke substitutions and name others, with remission in due form, for the stability of which I obligate my present and future property, in accordance with the consent I have obtained from my husband, within the jurisdiction and with submission to the justices that can and must have cognizance of my causes. In testimony whereof this act is done in Pensacola, on July 13, 1786, and the Escribano attests that he knows the grantor, as well as her husband, who authorizes it and signs in the presence of the witnesses, who are Zenon Ballo, Leon Castejon and Francisco Xavier Navarro. (Signed) Mariana St. Amant Palao; Antonio Palao.

*Certification.*

I, Baptiste Corce (Cors), Captain of the schooner *La Bozané*, belonging to me, certify that at Pensacola I have delivered 112 piastres in gourde (Spanish silver dollar) on account for the sale Mr. Palao has made to me of a negress, named Fanchonette, for whom he passes the act of sale for me, signed by his wife. This said act of sale will be found in the keeping of Mr. Andre, Secretary of the Government. I have paid the abovementioned 112 gourde and having come to the city to have the act passed at the Greffier's house, they refused to execute it for me because Mr. Palao did not have the authority. I was willing to return the negress and take back my 112 gourdes, but on an order from Mr. Jean Morales, they would not receive her unless Mr. Morales gave me 40 gourdes in cash and Mr. Palao made a note for me to complete the sum of 112 piastres gourdes payable in 3 months. In spite of all this, Mrs. Palao was not willing to receive the said negress. In faith of which I give the present at New Orleans, November 7, 1787. (Signed) Bapce Corce.

The Plaintiff petitions to have Antonio Palao, Mariana Saint Amant and Bautista Cors verify their signatures.

On February 13, 1788, Pedro Aragon sets forth that this cause has been received for trial, and for the part that he must give may it please the Court to receive the petition made by Antonio Palao to the Governor of Pensacola, here attached, together with the Procuration granted to Manuel de Lanzos, the originals of which he presents, in virtue of which and the reception verified, may it please His Lordship to order Antonio Palao to take oath according to law, under its penalty and without delay, to declare whether the signature at the end is his own and the same is in his handwriting and the one he is

accustomed to make, and done let his deposition be filed with Mr. Aragon's proofs.

In a secondary petition, the plaintiff asks to have Mariana Saint Amant verify her signature, under oath, that is at the end of her Procuration, and done file her declaration with his proofs.

In a third petition, Mr. Aragon states that he also presents a certification given by Bautista Cors, therefore he prays it may please the Court to order that the signature at the end of it, that says Batista Cours (Cors), be compared with others in the Offices of the two Escribanos del Numero, who will certify to its authenticity, at the end of this, and done file with his proofs, and have its contents translated into the Spanish language.

Decree.

To the principal petition, the request and Procuration having been presented, let Mr. Palao swear and declare to its contents, as demanded. With regard to the first of the minor petitions, let Mariana Saint Amant swear and declare, as asked, and for this purpose the said Antonio Palao and the said Mariana St. Amant must appear. And as to what concerns the second minor petition, considering that Bautista Cors is now in this city, let him acknowledge his signature. Let these proceedings be entrusted to the Escribano, and done all depositions must be included in Mr. Aragon's proofs. (Signed) Miro; Postigo.

Bautista Cors verifies his signature.

On the said day (supposedly February 13, 1788) the Escribano, in virtue of the commission conferred upon him, received Baptista Cors' oath, which he made by God, Our Lord, and a Sign of the Cross, under charge of which he promised to speak the truth, and having placed on manifest the document on page (space left for the number) and having shown him his signature that says Bapce Corce, he said that it is his own and the same that he is accustomed to make and that he acknowledges it as such and that the contents of the said paper is true, and he answered that what he has declared is the truth under his oath and that he is 44 years of age. He signed before the Escribano, who attests to all that has been stated. (Signed) Bapce Corce, before Fernando Rodriguez.

Mariana Saint Amant verifies her signature.

In the city of New Orleans, on January 30, 1789, the Escribano, in virtue of the decree, dated this day, went to the house of Mariana St. Amant, lawful wife of Antonio Palao, for the purpose of taking her deposition, which was ordered done on February 13, 1788, and arriving there he received the oath she took by God, Our Lord, and a Sign of the Cross, in conformity to law, under charge of which she promised to speak the truth, and having placed on manifest the signature that is at the end of the power of attorney presented by Pedro Aragon, she said that it is her own and the one she is accustomed



to make and that she acknowledges it as such, and that what she has answered is the truth, under charge of her oath, and that she is 25 years of age. She signed, to which the Escribano attests. (Signed) Mariana St. Amant, before Pedro Pedesclaux.

Antonio Palao verifies his signature.

In the city of New Orleans, on January 30, 1789, in virtue of a decree, dated this day, the Escribano went to the house of Antonio Palao, Sublieutenant of Grenadiers of the Fixed Regiment of this Place, for the purpose of taking the declaration he has been ordered to make, by decree dated February 13, 1788, and upon arriving there he received his oath that was taken by God, Our Lord, placing his hand on the hilt of his sword, under charge of which he promised to speak the truth, and having put before him the signatures that are at the end of the petition and power of attorney, presented by Pedro Aragon, he said that both were his own and the ones he is accustomed to make and that he acknowledges them as such. He answered that what he has stated is the truth, under charge of his oath, and that he is 27 years of age. He signs, to which the Escribano attests. (Signed) Antonio Palao, before Pedro Pedesclaux.

#### **Proofs of Antonio Palao.**

Antonio Palao petitions for 30 days extension of time.

On December 21, 1787, the defendant petitions to say that this cause has been received for trial, and for the testimony that he must give may it please the Court to concede him a 30 days extension of time. Governor Miro, on Assessor Postigo's advice, rules: As it is prayed, common to both parties.

The defendant again petitions, this time to have Baptista Cors answer an Interrogatorio.

On February 26, 1788, Mr. Palao again petitions, to say that this cause has been received for trial, and for the evidence that he must give may it please the Court to order Batista Cors, Captain of the King's bilander, the San Marcos, to swear in due form of law, and subject to its penalty, to answer according to the tenor of an interrogatorio that he reserves to himself the right to present in these proceedings. Therefore, may it please the Court to order as he has requested, with citation of this party, and done file Captain Cors' declaration with the defendant's proofs. Governor Miro, on Assessor Postigo's advice, rules: Let Captain Cors swear and declare to the contents, as requested, in accordance with the tenor of an interrogatorio that Mr. Palao will present, with the assistance of the public Interpreter. Entrust the taking of the answers to the Escribano, and done let them be filed with the defendant's proofs.

Certification.

Pedro Pedesclaux certifies that the proofs given by these parties are those that have been filed with these proceedings. New Orleans, February 18, 1789. (Signed) Pedro Pedesclaux, Clerk of the Court.

Pedro Aragon gives a long argument to allege his cause as well proven.

On March 2, 1789, Pedro Aragon y Villegas sets forth that the records of the case have been delivered to him to allege his cause as well proven, and reducing his claim to plain facts may it please the Court to condemn Antonio Palao to pay him the sum of 506 pesos 5 reales, as appears from his note on page 72, and acknowledged on pages 74 and 75, and impose upon him the penalties fixed by law 10, title 13, part 5, enacted to punish those who sell property judicially seized, together with all the rest that he has requested on page 41, and the remainder of the process favorable to him.

From the contents it may be seen that Antonio Palao has deceived me for a long while, after having abused my kindness, and his letter on page 2 plainly proves perjury, as does the entire contents of his declaration on page 37.

Mariana St. Amant, his wife, has committed the crime of stellationate, by consenting to the sale of the interdicted slaves. Her mother and brother are perjurers, or else the Marriage Contract, on page 62, is a forgery, as it actually is. If Antonio Palao's wife's dowry was turned over to him on February 26, 1783, how can he have received negresses, as a part of it, on September 23, of the same year, as appears from his answer to the fourth question, on the reverse side of page 38? The only negress specified in the Marriage Contract is named Carlota; those Juan Bautista Macarty delivered are called Eleonor and Nagó, and neither seems to have been sold before, nor anything else of this dowry, therefore they could not belong to it and consequently it is untrue that they were paid for with money from Mrs. Palao's dowry, but they were bought with mine.

It appears from Pedro Saint Amant's sixth answer, on page 24, that the said dowry is feigned, because he acknowledges that his sister received two negresses and a little boy from Juan Bautista Macarty and the residue in money, and he ought to know since he was verbally empowered to act, by his mother, according to what he says in continuation, and from that it may be inferred that all the entries in the said Marriage Contract are fraudulent to increase the size of the dowry and corroborate it. He also includes a house in it, which never did belong to his wife, as is fully proven from the written instrument filed on page 78 and his answer to the fourth question on page 35. The Marriage Contract is dated February 26, 1783, and on the 12th of April of the same year it still belonged to Juan Bautista Millet, from whom he bought it for 800 pesos and sold it to me for 1000 pesos cash, and from this the falseness of the said dowry may be inferred and that my note did not proceed from the sale of the house.

Not only are falsehoods found in the said contract, but I shall try to show others, with Your Lordship's permission. Powers (Rafael ?) Perdomo, at the end of his written instrument, uses

Manuel Monroy, his clerk, and me, as witnesses, and makes him sign to it for Francisca Puchoir (Pujol) and does not mention me for anything, as is evident from the lack of my signature at the end of the said contract. But what puts the finishing touch to his untruthfulness is found in his testimony, written by Francisco Carcasses' hand, on March 1, 1783, when this person did not come to Louisiana, from Havana, until 7 or 8 months afterwards. When they forged the said contract (given and not conceded) it was an invention, because at that time Perdomo lived in my house and resided there until June of the same year; he had no other Clerk than Manuel Monroy, and for that reason I sign as witness only, but I never had any knowledge of such an act until now, which proved their iniquity to me. All of these falsehoods have shown clearly and fully that they have antedated it with deceitful and nefarious intentions to cause lawsuits and prejudices to many private persons.

It is apparent, Sir, that Perdomo is accused of falsifying and is a public thief for having forged a process and six incidents in Bartolome Magnob's succession, whose testamentary executor is Juan Bautista Baco, and is capable of ruining any citizen, as he claims to do with me, in two ways.

It is also evident that neither Antonio Palao, nor his wife, possessed the house they have included in the dowry, valued at 1700 pesos, it having been proven that it never did belong to her said dowry, nor did it come from her father's estate. The one who has had the audacity to add to the dowry the property of another is also capable of any transgression.

Antonio Palao (given and not conceded) who drew up the said contract with his wife and her mother, on the said date, would have had to obtain Royal Permission, and how could he have done this within a space of 12 days, running from February 26 to the following March 9? Even though the documents were the swiftest birds it would not be possible. Mariana St. Amant said, in answering the first question of my Interrogatorio, filed in the new incident that has been instituted, that she was married on March 9, 1783, which is six years from the day in the near future, when the said accounts were verified that had already been drawn up, with only 12 days between the execution of the Marriage Contract and the marriage, but Antonio Palao, answering the same question, said he contracted marriage the same year, but does not remember the day. This answer indicates one of two things, either Antonio Palao was married clandestinely, with the intention to abuse the good faith of the people, as he has done with many citizens, or the Marriage Contract is antedated for the same end. It also follows that Antonio Palao could not receive the dowry twice, by means of my vote, with which they bought the two negresses, and that his wife and he have perjured themselves in this matter, when he said she received the two slaves from her mother and did not buy them with my note, as appears



from the answer to the 7th question of the last incident, made evident and fully proven from all the declarations in the principal proceedings, and the first incident that he received them from Juan Bautista Macarty in payment for my note. And secondly, when he said that he received them as a part of his wife's dowry, because if the Marriage Contract is true, she had received it (the dowry), and if she did not receive it, she committed a crime, which redounds to the benefit of my proof. I could set forth before Your Lordship's Tribunal a great many arguments upon this point, but I shall omit them so as not to tire you.

The inconsistencies that Antonio Palao attributes to me in his petition on page 9 have been mainly caused by himself and his wife, as the documents and declarations filed from page 76 to page 93 more fully prove, because (even in a given case and not conceded) that the negress in question belonged to Mrs. Palao's dowry, it is evident from the certification of Fernando Rodriguez, Notary Public, on page 89, that the reason the sale was not passed was through the failure of Antonio Palao to authorize his wife to sell, and this is more fully proven by the entries running up to page 97. Therefore, if he did not grant the authority to his wife, how could she, nor anyone else have acted, either to obtain a raising of the interdiction or to effectuate a judicial sale after it had been proven that the slave belonged to her dowry. The inconsistencies, then, have been caused by the defendant and his wife (given case that she may have owned them, that is in no way conceded), why does Antonio Palao, in his petition on the reverse side of page 9, acknowledge that he received 112 pesos in paper money in Pensacola, and that Bautista (Cors) actually paid 112 pesos in hard silver and 112 more, in paper, to his wife in this city.

I can do no less than explain to Your Lordship the prejudices that result from this insulting petition and the answers of Mr. and Mrs. Palao to the 5th question of my Interrogatorio, presented in the new incident they have instituted. Questioning them as to whether or not it was true that they sold one of the slaves to Bautista Cors, for what amount and whether they received the money? Antonio Palao answered it is true that he sold her for 100 pesos Columnarios (Columnar, applied to the money coined in Spanish America, with the impression of two columns), and 100 pesos in current money of this Province, but that he had not received these sums, and his wife said that she did not know the amount for which she had been sold, but it was true that she was sold, as it also appears from Bautista Cors' declaration on page 95. All Sir, has been fully proven, inasmuch as I have laid the facts before Your Lordship in my petition on page 41, and for these same reasons they have not made the declarations that were requested on page 99. They know very well, as he has already declared, and he could not commit perjury without being punished. However, Antonio Palao and his

wife, braving all consequences, deny in the said answer what they assert in the said petition, since by this it is evident that they received 324 pesos, 112 in hard silver and the 212 remaining in current money. From this, not only has perjury and self defeating\* resulted, but also the malicious fraud they have resorted to, to make me pay, in case the sentence will be favorable to them, the full legitimate price at which the negress had been sold and they have received, as the suspicious excess of 124 pesos that has resulted between the said petition and the declaration in the new plea.

It appears from Santiago Masicot's deposition on page 77, acknowledging his letter of page 76, and Mr. and Mrs. Palao's answers to the 6th question of the interrogatorio and incident, in which all agree that the negress and her child were sold to Mr. Du Sciau for 1000 pesos, thus committing the crime of stellionate for the second time, adding the two amounts together give a total of 1324 pesos, although they had only paid 700 pesos, in current money, for the two. (Given and not conceded) that that was her dowry, they have received 624 pesos in excess of its full value. Where are the prejudices and damages to her dowry because of my inconsistencies? Even if the said negresses do not belong to me, because they were bought with the full amount of my note and merchandise, this amount resulting from their sale is profit and I am a preferred creditor, in conformity to law, because my debt is of longer standing.

Who has influenced Antonio Palao to think that sequestered property that has been lost belongs to his creditor's account? When Your Lordship's Court placed the embargo, my demand must have had sufficient merit. From this it is evident that neither he, nor his wife, should have requested the raising of it. Therefore I have proven that if the negress died during that time, it has been through malicious negligence in deferring my payment while having the full use of the two slaves. If he had the false marriage contract he now produces, why did he not show it immediately and the matter would have been debated then? I leave the arguments as well proven, both in the contract itself and in my said petition on page 41.

The consent that Francisca Pichol lent to the perpetration of her daughter's fraudulent dowry makes her an accomplice in the resultant crime, both for her untruthful and negative answer to the 8th question on page 26 of my Interrogatorio on page 21 and of the five first answers, as all are contrary to the declaration of her son-in-law, Antonio Palao, because this lady was ill at that time, according to the deposition of Juan Senac, Surgeon, received before this Provincial Court for civil causes, and consequently it is natural that she saw and was present at the delivery of my effects to her son-in-law. They were sold in the

\* *Contraproducente*, Latin *Contraproducentem*, self-defeating, producing the opposite of the desired effect. A thing alleged contrary to what it is designed to prove.—L. L. P.

public shop that she keeps in the sole house she owns on Bourbon Street, and no one should know better than she does when the fraudulent invention of the said dowry was perpetrated, and for this reason, at the time she was questioned as to the date of her daughter's marriage and the delivery of her dowry to her, she answered that she did not remember, and her son gave the same reply, speaking falsely and with patent deception, as I amply set forth in my petition on page 41, but now we discover and it has arrived at the point that to further dissimulate, they have put in the contract that the house is situated on the Street of the Cemeteries, although it is the same as Burgundy, and never has been known by that name, but by the latter. The adjoining neighbors are the same, because although he says Arnuaq Chamire and in my document, Arnaldo Charamiague, it is the same person, since he has lived in the said collateral house for many years and he owns it, and that it forms the corner at the cemetery. The other collateral neighbor is Francisco Galabert in my document, and this house in the interval has been bought by Juan Chaval.

It is evident from the laws, Sir, that to draw up a marriage contract in which plantations and slaves are mentioned, the Notary must produce the corresponding titles to ownership to avoid fraud. Perdomo had not produced any of these titles, for which he should be severely punished. How can the parents produce them, if they do not have them? Although Francisca Pichor might have said that she possesses all the property of all the citizens in the Province, she could have done so without objections and these are the consequences of her duplicity. Certainly we Vassels of His Majesty would be very secure if each one had as much dowry as this lady.

The same fraud with which the house is delivered lies under the surrender of the 900 pesos I refer to in my petition on page 41, based on Antonio Palao's declaration, and only repeat that what was lent cannot be dowry. From whence did so much dowry go to Mariana St. Amant, when everything to the contrary is publicly and generally known?

The negress that Antonio Palao ultimately sold to Mr. Du Sciau for 1000 pesos, seems, from his answer to the 4th question on pages 38 and 39, to be one of those he acquired from Juan Bautista Macarty. Where then is the other and the little negro boy that he received in payment on his marriage contract? Perhaps they have turned into imaginary smoke like all the rest of the entries inserted in the contract presented, to the falseness of which I protest for the first, second, third and as many times as the law requires. In virtue of which:

To Your Lordship I pray that having proven my demand, it will please you to annul the sale of the said negress, and in consequence to take execution against her, or her value, to the extent of my debt, its one-tenth and costs, caused, or to be caused,



for the verification of which the necessary notice will be sent to Mr. Duciau. I pray for justice. (Signed) Pedro Aragon y Villegas.

In a secondary petition, Mr. Aragon sets forth that, considering the Royal License Antonio Palao obtained to get married and the Marriage Contract that was drawn up for Mr. Duchaine when he married Mariana St. Amant's sister are public documents capable of being presented, although outside of the proof, may it please the Court to order legalized copies made of them and filed with these proceedings. Signed as above. Governor Miro, on Assessor Postigo's advice, rules to send this argument to the opposition.

The Plaintiff's attorney petitions to accuse the defendant of default.

Santiago Felipe Guinault, Procurador Publico del Numero, empowered to act for Pedro Aragon y Villegas in the suit prosecuted against Antonio Palao, states that the plaintiff's foregoing petition has been delivered to the defendant, and as the time permitted by law has passed and he has not declared, nor answered anything, he accuses him of being in default and prays the Court to order the records taken by judicial compulsion. Esteban Miro, on Juan del Postigo's advice, rules: As it is prayed.

Proceedings to remove the records by judicial compulsion.

In the city of New Orleans, on June 20, 1789, before the Escribano, appeared Phelipe Ravina, Deputy Sheriff, who said that on this day he went to Antonio Palao's dwelling house for the purpose of obtaining the records of the case Pedro Aragon prosecutes against him, as ordered by the decree on the reverse side of this page, and he gave as his reply that he did not have the documents in his house to deliver. In testimony whereof this answer is set down as a matter of record, which he signed with the attestation of the Escribano. (Signed) Felipe Ravina, before Pedro Pedesclaux, Clerk of the Court.

Mr. Aragon again petitions, this time to have Mr. Palao fined for non-delivery of the records.

On July 1, 1789, the plaintiff, through his attorney, alleges that in accordance with a receipt drawn up before the present Escribano, on file in his Office, Antonio Palao received the records of this suit on March 4th of the current year. A warrant of Judicial Compulsion was issued, on the 27th of the same month, to return them. The Deputy Sheriff has served the said writ, to which the defendant has given, as his answer, that he has no records in his house to deliver. In virtue of which and his lack of respect for His Lordship's Court, joined to the untruthfulness of his reply, may it please Governor Miro to order the said records produced, and for his denial let him be made to pay a fine of 1 peso a day because of his default and disobedience to His Lordship's deci-

sion, the plaintiff reserving to himself the right to request the punishment due in accordance with law.

In a minor petition, Mr. Aragon states that in virtue of the receipt given by the defendant for the records, kept in the Escribano's Office, may it please the Court to order a certified copy made of same and placed at the end of this request.

In another minor petition, Mr. Aragon adds that he presents two of a tenor so that corrected and arranged by the Escribano, he, the plaintiff, may annotate the decree rendered to the other demand, in the ordinary way.\* Esteban Miro, on Juan del Postigo's advice, rules: To the principal request, notify Antonio Palao to present the records of the case prosecuted against him by Pedro Aragon, at the first audience; and to the first and second minor petitions, as it is prayed.

On July 9, 1789, the defendant Antonio Palao answers, asking for 6 days' extension of time to prepare his defenses. averse that he has been notified of

a decree by which he was ordered to appear for the first audience to answer Mr. Aragon's petition of allegation that has been sent to him, and considering that the records have been held for certain reasons that the good offices of the Court is willing to make, because he has not been able to inform himself of the contents of the proofs produced by his opponent, therefore he prays the Court to order the said decree suspended and concede him six days to prepare his allegations. Governor Miro, on Assessor Postigo's advice, rules: As it is prayed.

On July 18, 1789, the defendant Antonio Palao alleges his case as well sets forth that the records of the proven. case have been delivered to him,

together with Mr. Aragon's petition of allegation, and answering same and arguing his own rights, will it please His Lordship to place less value on his reckless demand, for the reasons favorable to the petitioner in the following particulars:

It is evident, he does not deny and never did deny, that he owes the plaintiff the sums stipulated in the simple obligation filed on page 72, but not having had the means to make payment, he has proposed to him to be allowed to do so, according to his rank, which grants immunity and is as much as he can exact in justice.

Pedro Aragon, getting away from this legal proposition, has tried various recourses that have only served to disturb Mr. Palao's mind and unfit him for his duties in life. One of them has been his opposition to the sale Mrs. Palao wished to make of a negress belonging to her dower property to help her in her urgent needs.

As a result of this opposition, the negress died while in the possession of the purchaser, Batista Cors, who having lost his

\* This request refers to a marginal annotation made by Mr. Aragon to each one of his petitions.—L. L. P.

means, through misfortune and other reasons, was unable to pay, notwithstanding that he had already accepted the sale and because of the said opposition, the 212 pesos were returned to him, which was the sum paid to Mrs. Palao when she arrived in this city, from Pensacola, the place where she had contracted the sale for 100 pesos in hard silver and the rest in paper valued at 60%.

The defendant questions Pedro Aragon whether Mrs. Palao's property was in any way encumbered for the security of what her husband owed him, that he should try to take action against it? If he is willing to speak the truth, he will say no. Therefore this opposition was unfounded and in consequence he must sustain the loss of the money already received and returned for his account.

And considering the interdiction that he says he has had to place to prevent the sale of either Mr. or Mrs. Palao's property, the former reminds him that not having asked its ratification during the year subsequent to the one in which it was placed, it now has no value and thus it is the same as if it had not been made.

The time of the defendant's marriage and other things that he sets down, with great meanness, in his written petition of allegation, have no bearing on the case to collect what is owed to him, so he omits contesting them, leaving the merits of his case to the consideration of the Court. This impudent style has caused him great surprise and has offended his honor and character, which he protests and will make his accusations when convenient to him.

In virtue of which, may it please His Lordship to order Mr. Aragon to receive the 506 pesos the defendant owes him, in the terms that the law and his rank permit, deducting from it 272 pesos, the value of the negress who was lost through his unfounded opposition. Governor Miro, on Assessor Postigo's advice, receives this petition and on July 27, 1789, decrees:

Decree.

Whereas: Let the parties be cited for the definitive sentence.

Pedro Aragon petitions to have Josef de Ortega act as legal adviser.

On July 28, 1789, the plaintiff sets forth that he has been notified of a decree by which the parties were summoned for the definitive sentence in this lawsuit, and considering that the Auditor of War, who is the sole adviser for this case, has been deprived of the power to pronounce sentence in Mr. Aragon's affairs by the Superior Court of Havana, unless he consults a learned, conscientious lawyer of that said Tribunal, by a decree, dated July 19, 1785, therefore he prays it may please His Lordship to order that this reason, joined to the many and legitimate causes that assist the petitioner, which are a sufficient motive to inhibit the said Auditor



from proceeding further with the cognizance that he has had and has, unless held in consultation with Josef de Ortega, a lawyer of the Royal Councils of the Indies and Alcalde Ordinario of this city, because he is the sole known counselor in this Province with whom he can hold his consultation, Manuel Serrano having been recused by his own will from all Mr. Aragon's affairs. In virtue of this he prays for a decision. Estevan Miro, on Juan del Postigo's advice, decrees:

Decree.

The Auditor of War having been recused, let the Assessor hold consultation with Licenciado Josef de Ortega, who must be notified for his acceptance and oath. This party's petition for inhibition is denied. (Signed) Miro: Postigo.

Notification.

In the city of New Orleans, on July 29, 1789, the Escribano went to the house of Josef de Ortega, Lawyer of the Royal Councils for all His Majesty's Dominions in America, Senior Alcalde Ordinario of this city and its jurisdiction, and upon arriving there and the courteous message having preceded, His Honor was informed of the foregoing decree, and he said he accepted and did accept and he signed, to which the Escribano attests. (Signed) Licenciado Ortega, before Pedro Pedesclaux, Notary Public and Clerk of the Court.

Decree.

In the city of New Orleans, on August 19, 1790, Estevan Miro, Brigadier of the Royal Armies, Governor and Intendant General of this Province and Inspector of the Troops therein, having seen the records of this case that Pedro Aragon y Villegas of this mart and city has prosecuted against Antonio Palao, resident of this same city and Lieutenant Captain of the Fixed Regiment, in his Court, to collect 506 pesos 5 reales, the full amount of the note filed on page 72, the signature to it acknowledged on page 74, when Aragon presented it in his proofs, in the customary way. This cause by its nature was executory and should have been received as such, and should have been begun with the presentation of the note and its judicial acknowledgment, and in accordance with same requested the writ of execution he now claims at the end of his last written petition of allegation, which does not conform to the one which opens this suit, which cannot be granted to him, according to law, unless he be condemned to pay all the costs of the ordinary instance caused to the other party because of Aragon's bad direction; His Lordship said: That declaring, as he does declare, that the plaintiff has proven his action and demand sufficiently, and that Antonio Palao has not made his defense as would be to his advantage, he must order and does order him, within a term of 9 days, counting from the one upon which this sentence is rendered, to deliver to Pedro Aragon the sum of 506 pesos 5 reales, stipulated in the note, and also condemns him to pay the costs of this process which will be

taxed, with the exception of 100 reales which Aragon must pay to the Assessor for consultation. His Lordship omitting to declare upon the other particulars that both parties have touched on, without justification and non-conducively. For this is his sentence, definitively judged, thus he has provided, ordered and signed, on the advice of Licenciado Juan Doroteo del Postigo, Auditor of War and Judge Ordinary of the Royal Audiences of Guadalajara, and Josef de Ortega, Lawyer of the Royal Councils for His Majesty's Dominions in the Indies. (Signed) Esteban Miro; Licenciado Juan del Postigo; Licenciado Josef de Ortega. Before Pedro Pedesclaux, Clerk of the Court.

Notification, acceptation and oath.

On the said day (August 19, 1790) the Escribano notified Luis Liauto (Lioteau) who said he accepted and did accept and swore in due form of law to proceed well and faithfully with the taxation of costs that he has been ordered to make.

Taxation of Costs.

In New Orleans, on August 23, 1790, Luis Lioteau taxes costs at 117 pesos 7 reales, from which 12 pesos 4 reales must be deducted, to be paid by Pedro Aragon, the remaining 105 pesos 3 reales to be paid by Antonio Palao.

Pedro Aragon petitions to have the Escribano certify that neither party has asked to appeal the case.

On September 4, 1790, Pedro Aragon states that on the 23rd of last August he was notified of His Lordship's sentence pronounced on the 19th of the same month, by which Antonio Palao was ordered to pay the plaintiff, within 9 days from the date of notification, the sum of 506 pesos 5 reales that it is evident he owes, together with the costs of the process, and as up to the present no appeal has yet been made by either of the parties, against the said sentence, and as the 9 days have passed that were conceded to defendant to make the said payment, the petitioner, to be able to enforce his rights, prays that it may please the Court to have the Escribano certify that no appeal has been made by either of the parties, within the term provided by law, and done have and hold the abovesaid sentence as passed in the authority of a thing adjudged. Governor Miro, on Juan del Postigo's and Josef de Ortega's advice, decrees: Let the present Escribano place, at the end of this written petition, what the other party states in answer to the foregoing demand for a certification.

Antonio Palao's statement.

The defendant states that in consequence of the petition that has been given to him to answer, he has nothing to contest, reserving to himself the right to do so at his opportunity. New Orleans, September 5, 1790.

Decree.

Dated September 13, 1790. Whereas: With the foregoing answer, for which Antonio Palao must be reproved for his lack

of formality, let the sentence definitely rendered in these proceedings, on the 19th of last month, be declared as consented to and passed with the authority of a thing adjudged; the parties will have to be notified of this declaration so as to use it to enforce their rights, after they have paid the costs which have been taxed, as already ordered. (Signed) Estevan Miro; Licenciado Postigo; Licenciado Ortega.

Pedro Aragon petitions for a Writ of Execution because the defendant has not paid his note.

On September 15, 1790, the plaintiff petitions, alleging that on the 11th (13th) of the current month, it has pleased His Lordship to declare the sentence pronounced on the 19th of last August in the suit prosecuted against Antonio Palao, as consented to and passed in the authority of a thing adjudged, and that in the said sentence the defendant was ordered to pay, within 9 days, the 506 pesos 5 reales which has been the cause of this litigation, together with costs, to all of which he has in no way shown the very least intention of complying with the sentence that has been rendered by a just and equitable Court, therefore may it please His Lordship to order the corresponding Writ of Execution issued against any or all of the defendant's property known to exist and that may be sufficient to pay this lawful debt, its one-tenth and costs, caused or that may be caused up to the real, true and effective settlement of it, reserving to himself the right to carry it into effect when convenient to him to do so and to investigate any untimely alienation that he might make, as it is evident he has done in the aforesaid proceedings. He also reserves to himself the right to claim damages and prejudices that have originated with his retention of the sum of 506 pesos 5 reales, due the plaintiff. Governor Miro, on the advice of his two legal counsellors, receives this petition, and on September 25, 1790, decrees:

Decree.

Issue a Writ of Execution in favor of Pedro Aragon y Villegas, against all or any of Antonio Palao's property for the sum of 506 pesos 5 reales, its one-tenth and costs, caused or to be caused up to the real and effective payment. Assessor's fees, 12 reales for each Assessor.

Marginal Note.

A marginal note stipulates that the Writ which was ordered, has been issued and delivered to the party, to which the Escribano attests. (Signed) Pedesclaux.

A joint petition by the Plaintiff and Defendant.

On October 7, 1790, Pedro Aragon y Villegas and Antonio Palao, in the lawsuit that the former has prosecuted against the latter, which is now ended in favor of the plaintiff with the defendant condemned to pay the sum of 506 pesos 5 reales, the full amount of his note appearing in these records, to which they refer and say that they have agreed to



compromise their differences and have mutually agreed to withdraw from the prosecution of this instance, and to this end Antonio Palao has delivered 150 pesos to Pedro Aragon, in the act of this agreement, and obligates himself, by a private paper, to satisfy the 356 pesos 5 reales remaining, at the rate of 10 pesos a month, that Pedro Aragon will receive from the full amount of the defendant's pay, from the Paymaster, who is an Officer of this Fixed Regiment, collecting this said sum, under his corresponding receipt, until the extinction of this debt. They pray the Court to approve this transaction, interposing its authority and judicial decree, giving the necessary order so that the sum of 10 pesos may be deducted, monthly, from Antonio Palao's pay, to be delivered each month to Pedro Aragon, also to rule that the note filed with this suit, together with the Marriage Contract presented in its prosecution, be returned to the former, and raise the interdiction that has been placed on the defendant's property in this case, to all of which the plaintiff agrees, because it is in conformity to justice, for which they both pray, etc. (Signed) Pedro Aragon y Villegas; Antonio Palao. Estevan Miro, on Manuel Serrano's and Josef de Ortega's advice, receives this joint petition and on October 11, 1790, decrees:

Decree.

Whereas: Draw up for these parties, the act of compromise, in the terms they propose, for the greater force of which His Lordship interposes his approval and judicial decree, inasmuch as it is permitted by law. Deliver to Antonio Palao the documents he asks, inserting in the records due notes in the respective places they now occupy, and done send a formal notice from His Lordship to Pedro Piernas, Colonel of the Fixed Regiment, so that an alternative order be sent to the Paymaster of same, because, from next November, he must retain 10 pesos, monthly, from what Antonio Palao should receive, that he has agreed to pay to Pedro Aragon, under the corresponding receipt, until he finishes paying the 356 pesos 5 reales he owes. Raise, or remove, the interdiction that has been placed on Mr. Palao's property, at Mr. Aragon's instance, to whom the free use of same belongs. The Escribano must notify the interested parties of all the abovesaid. (Signed) Estevan Miro; Licenciado Serrano; Licenciado Ortega.

Proceedings to notify Pedro Piernas.

On the same day (October 11, 1790), I, the Escribano, went to the Office of the Secretary of this Government, where the Secretary informed me that His Lordship had sent an official letter to Colonel Pedro Piernas, notifying him of what is contained in the foregoing decree, and in testimony whereof I set this down as a matter of record, to which I attest. (Signed) Pedro Pedesciaux, Clerk of the Court.

(To be continued.)